



Amendment No. 7
of
Contract No. NA120000057 for
Management Operation Services of Pharr Tennis Center
between
Yanez Tennis Consultants
and the
City of Austin, Texas

- 1.0 The City hereby exercises the holdover provision of the contract, as stated in the Supplemental Purchase Provisions, Section 0400, item 3.B.:
- 1.1 Upon expiration of the initial term of the period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or compete the project (not to exceed 120 days unless mutually agreed on in writing).
- 2.0 The total Contract is unchanged, and the authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 02/01/12 - 01/31/15	\$138,000.00	\$138,000.00
Amendment No.1: Administrative Increase 08/14/2015	\$10,000.00	\$148,000.00
Amendment No.2: Increase contract amount as per Council approval on 10/02/2014, item 29 02/01/12 - 01/31/15	\$75,000.00	\$223,000.00
Amendment No.3: Option 1 02/01/15 - 01/31/18	\$138,000.00	\$361,000.00
Amendment No.4: Option 2 02/01/18 - 01/31/21	\$138,000.00	\$499,000.00
Amendment No.5: 120-day holdover 02/01/21-05/31/21	\$0.00	\$499,000.00
Amendment No. 6: Additional 90-day holdover to accommodate Public Work's schedule for renovations to begin 05/31/2021 – 08/31/2021	\$0.00	\$499,000.00
Amendment No. 7: Additional 180-day holdover to accommodate Public Work's schedule for renovations to begin 08/31/2021 – 02/28/2022	\$0.00	\$499,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Maggie Yanez
Printed Name: Maggie Yanez
Authorized Representative

Yanez Tennis Consultants
4201 Brookview Road
Austin, TX 78722
myanez@pharrtennis.com

Signature: _____
Al Drayton, Procurement Specialist III
City of Austin
Purchasing Department



Amendment No. 6
of
Contract No. NA120000057 for
Management Operation Services of Pharr Tennis Center
between
Yanez Tennis Consultants
and the
City of Austin, Texas

- 1.0 The City hereby exercises the holdover provision of the contract, as stated in the Supplemental Purchase Provisions, Section 0400, item 3.B.:
- 1.1 Upon expiration of the initial term of the period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or compete the project (not to exceed 120 days unless mutually agreed on in writing).
- 2.0 The total Contract is unchanged, and the authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 02/01/12 - 01/31/15	\$138,000.00	\$138,000.00
Amendment No.1: Administrative Increase 08/14/2015	\$10,000.00	\$148,000.00
Amendment No.2: Increase contract amount as per Council approval on 10/02/2014, item 29 02/01/12 - 01/31/15	\$75,000.00	\$223,000.00
Amendment No.3: Option 1 02/01/15 - 01/31/18	\$138,000.00	\$361,000.00
Amendment No.4: Option 2 02/01/18 - 01/31/21	\$138,000.00	\$499,000.00
Amendment No.5: 120-day holdover 02/01/21-05/31/21	\$0.00	\$499,000.00
Amendment No. 6: Additional 90-day holdover to accommodate Public Work's schedule for renovations to begin 05/31/2021 – 08/31/2021	\$0.00	\$499,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Maggie Yanez*
Printed Name: Maggie Yanez
Authorized Representative

Yanez Tennis Consultants
4201 Brookview Road
Austin, TX 78722
myanez@pharrtennis.com

Signature: **Sydney Ceder** Digitally signed by Sydney Ceder
Date: 2021.03.23 02:08:57 -05'00'
Sydney Ceder, Procurement Specialist III
City of Austin
Purchasing Department



Amendment No. 5
of
Contract No. NA120000057 for
Management Operation Services of Pharr Tennis Center
between
Yanez Tennis Consultants
and the
City of Austin, Texas

- 1.0 The City hereby exercises the holdover provision of the contract, as stated in the Supplemental Purchase Provisions, Section 0400, item 3.B.:
- 1.1 Upon expiration of the initial term of the period of extension, the Contractor agrees to holdover under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or compete the project (not to exceed 120 days unless mutually agreed on in writing).
- 2.0 The total Contract is unchanged, and the authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 02/01/12 - 01/31/15	\$138,000.00	\$138,000.00
Amendment No.1: Administrative Increase 08/14/2015	\$10,000.00	\$148,000.00
Amendment No.2: Increase contract amount as per Council approval on 10/02/2014, item 29 02/01/12 - 01/31/15	\$75,000.00	\$223,000.00
Amendment No.3: Option 1 02/01/15 - 01/31/18	\$138,000.00	\$361,000.00
Amendment No.4: Option 2 02/01/18 - 01/31/21	\$138,000.00	\$499,000.00
Amendment No.5: 120-day holdover 02/01/21-05/31/21	\$0.00	\$499,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Maggie Yanez*

Printed Name: Maggie Yanez
Authorized Representative

Yanez Tennis Consultants
4201 Brookview Road
Austin, TX 78722
myanez@pharrtennis.com

Signature: **Sydney Ceder**
Digitally signed by Sydney Ceder
DN: cn=Sydney Ceder, o=City of Austin Purchasing
Office, ou, email=sydney.ceder@austintexas.gov,
c=US
Date: 2020.09.15 12:32:29 -0500

Sydney Ceder, Procurement Specialist III
City of Austin
Purchasing Department



Amendment No. 4
of
Contract No. NA120000057
for

Management Operation Services of Pharr Tennis Center
between
Yanez Tennis Consultants
and the
City of Austin, Texas

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective February 1, 2018 to January 31, 2021. Zero options remain.
- 2.0 The total contract amount is increased by \$138,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 02/01/12 - 01/31/15	\$138,000.00	\$138,000.00
Amendment No.1: Administrative Increase 08/14/2015	\$10,000.00	\$148,000.00
Amendment No.2: Increase contract amount as per Council approval on 10/02/2014, item 29 02/01/12 - 01/31/15	\$75,000.00	\$223,000.00
Amendment No.3: Option 1 02/01/15 - 01/31/18	\$138,000.00	\$361,000.00
Amendment No.4: Option 2 02/01/18 - 01/31/21	\$138,000.00	\$499,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: Maggie Yanez
Printed Name: Maggie Yanez
Authorized Representative

Signature: Danielle Lord
Danielle Lord, Purchasing Manager
City of Austin
Purchasing Department

Yanez Tennis Consultants
4201 Brookview Road
Austin, TX 78722
myanez@pharrtennis.com



Amendment No. 3
of
Contract No. NA120000057
for
Management Operation Services of Pharr Tennis Center
between
Yanez Tennis Consultants
and the
City of Austin, Texas

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective February 1, 2015 the term for the extension option will be February 1, 2015 to January 31, 2018 and there is one remaining option.
- 2.0 The total contract amount is increased by \$138,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 02/01/12 - 01/31/15	\$138,000.00	\$138,000.00
Amendment No. 1: Administrative Increase 08/14/2015	\$10,000.00	\$148,000.00
Amendment No. 2: Increase contract amount as per Council approval on 10/02/2014, item 29 02/01/12 - 01/31/15	\$75,000.00	\$223,000.00
Amendment No. 3: Option 1 02/01/15 - 01/31/18	\$138,000.00	\$361,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name: Maggie Yanez
Authorized Representative

Signature:

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Department

Yanez Tennis Consultants
4201 Brookview Road
Austin, TX 78722



Contract Renewal Recommendation & Checklist

Contract # MA NA120000057

Contractor Name: Yanez Tennis Consultants

Staff Review _Lonnie Lyman

Date: _12/03/2014_

Check renewal items conducted to support staff review and recommendation:

_____ Market study of the goods or services being purchased (performance & pricing) vs. the industry.

Review of contractor's performance and compliance during the current contract period:

_____ living wage reports

_____ subcontracting

☒ deliverables (if so list) _____

☒ performance (as contracted or if concerns, detail below or attach report)

_____ invoice (on time check, if concerns list below)

☒ progress reports (if so list) _Performance Measures, Quarterly meetings_

_____ met grant requirements (as appropriate)

\$138,000 renewal amount

_____ increase (or decrease) in accordance with an economic price adjustment (as applicable) If so, list amount \$_____.

Recommendation: ☒ renew _____ do not renew (detail basis below)

Comments: The vendor has met all requirements and is in good standing. I recommend that you exercise the first of two contract extension options. The renewal amount includes the following over the next three years: \$36,000 (Monthly management fee); \$30,000 (Productivity Award) = Total of \$138,000 (for 3 years).

**The NJTL \$7,500 annual amount was included in the \$75,000 amendment.

- Check if review was performed
- N/A if not applicable to the contract

Contract Compliance Review: _____ (initial)



**Amendment No. 2
to
Contract No. NA120000057
for
Management and Operation Services of Pharr Tennis Center
Between
Yanez Tennis Consultants
and the
City of Austin, Texas**

- 1.0 The City hereby amends the referenced contract to increase funding by \$75,000.00.
2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: January 31, 2012 – February 1, 2015	\$138,000.00	\$138,000.00
Amendment No. 1: Administrative Increase 01/31/2012 – 02/01/2015	\$10,000.00	\$148,000.00
Amendment No. 2: Increase contract amount as per Council approval on 10/2/2014, item #29 01/31/2012 – 02/01/2015	\$75,000.00	\$223,000.00

- 3.0 MBE/WBE goals were not established for this contract.
4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
5.0 All other terms and conditions remain the same.

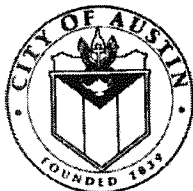
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Maggie Yanez 10.14.14
Printed Name: Maggie Yanez
Authorized Representative

Signature & Date: Terry Nicholson
Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office

Digitally signed by Terry V. Nicholson
DN: cn=Terry V. Nicholson, o=Financial Services
Department, ou=City of Austin,
email=terry.nicholson@austintexas.gov, c=US
Date: 2014.10.14 10:49:14 -05'00'

Yanez Tennis Consultants
Pharr Tennis Center
4201 Brookview Rd.
Austin, TX 78722-1107



**Amendment No. 2
to
Contract No. NA120000057
for
Management and Operation Services of Pharr Tennis Center
Between
Yanez Tennis Consultants
and the
City of Austin, Texas**

1.0 The City hereby amends the referenced contract to increase funding by \$75,000.00.

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: January 31, 2012 – February 1, 2015	\$138,000.00	\$138,000.00
Amendment No. 1: Administrative Increase 01/31/2012 – 02/01/2015	\$10,000.00	\$148,000.00
Amendment No. 2: Increase contract amount as per Council approval on 10/2/2014, item #29 01/31/2012 – 02/01/2015	\$75,000.00	\$223,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

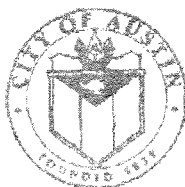
5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Maggie Yanez 10.14.14
Printed Name: Maggie Yanez
Authorized Representative

Signature & Date: _____
Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office

Yanez Tennis Consultants
Pharr Tennis Center
4201 Brookview Rd.
Austin, TX 78722-1107



Amendment No. 1
to
Contract No. NA120000057
for
Management and Operation Services of Pharr Tennis Center
Between
Yanez Tennis Consultants
and the
City of Austin, Texas

1.0 The City hereby amends the referenced contract to increase funding by \$10,000.

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: January 31, 2012 – February 1, 2015	\$138,000.00	\$138,000.00
Amendment No. 1: Administrative Increase 01/31/2012 – 02/01/2015	\$10,000.00	\$148,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

6.0 THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Maggie Yanez 8.5.14

Printed Name: Maggie Yanez
Authorized Representative

Yanez Tennis Consultants
Pharr Tennis Center
3331 Brookview Rd.
Austin, TX 78722-1107

Signature & Date: [Signature] 8/12/14

Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office



**Amendment No. 1
to
Contract No. NA120000057
for
Management and Operation Services for Pharr Tennis Center
Between
Yanez Tennis Consultants
and the
City of Austin, Texas**

1.0 The City hereby amends the referenced contract to execute an administrative increase in funding of \$34,500.00.

2.0 The total contract amount is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: January 31, 2012 – February 1, 2015	\$138,000.00	\$138,000.00
Amendment No. 1: Administrative Increase 1/31/2012 – 2/01/2015	\$34,500.00	\$172,500.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: _____

Printed Name: _____
Authorized Representative

Yanez Tennis Consultants
4201 Brookview Rd.
Austin, TX 78722-1107

Signature & Date: _____

Terry Nicholson, Senior Buyer Specialist
City of Austin
Purchasing Office



**Financial and Administrative Service Department
Purchasing Office**

PO Box 1088, Austin, Texas, 78767

January 31, 2012

Yanez Tennis Consultants
Maggie and Ruben Yanez
4201 Brookview Road
Austin, Texas 78722

Dear Maggie and Ruben:

The City of Austin has approved the execution of a contract with your company for Management and Operation Services of Pharr Tennis Center in accordance with the referenced solicitation.

Responsible Department:	Parks and Recreation Department
Department Contact Person:	Lonnie Lyman
Department Contact Email:	Lonnie.Lyman@austintexas.gov
Department Contact Telephone:	(512) 974-3921
Project Name:	Management and Operation Services of Pharr Tennis Center
Contractor Name:	Yanez Tennis Consultants
Contract Number:	NA120000057
Contract Period Amount:	\$138,000.00
Contract Period:	01/31/12 – 02/01/15
Extension Options:	Two 36-month options
Requisition Number:	N/A
Solicitation Number:	Request for Qualification Statement CB30003
Agenda Item Number:	65
Council Approval Date:	December 8, 2011

A copy of the contract/purchase order will be forwarded by U.S. mail or email.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sharon Patterson
Senior Buyer
512-972-4014

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
YANEZ TENNIS CONSULTANTS
FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Yanez Tennis Consultants ("Contractor"), having offices at 4201 Brookview Road, Austin, TX 78722.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Ruben Yanez; Phone: 512-477-7773; Email: rubyanez@yahoo.com. The City's Contract Manager for the engagement shall be Lonnie Lyman; 512-974-3921; Email: Lonnie.lyman@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks set forth on the Scope of Work attached hereto as Exhibit A.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor shall be paid a monthly management fee of three (3) thousand dollars (\$3,000) for the management and operation of Caswell Tennis Center. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$108,000 for the initial thirty-six (36) month term; with \$108,000 for each 3-year extension option.

3.2 The Contractor may be paid an annual productivity award not to exceed \$10,000. The productivity award may increase based on performance and fees collected for the City.

3.3 Contract amount shall not to exceed \$414,000 for all fees and expenses.

3.4 **Invoices.**

3.4.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address:	200 S. Lamar Blvd.
City, State, Zip Code	Austin, TX 78701

3.4.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.4.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.4.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.5 **Payment.**

3.5.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.5.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.5.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.5.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.5.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.5.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.5.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.5.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.5.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.5.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.6 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.7 **Final Payment and Close-Out.**

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be effective as of January 1, 2012 and will continue for an initial term of three (3) years and may be extended thereafter for up to two (2) additional three (3) year periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate

assurance of performance under the “Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor’s Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City’s reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the “City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors” and remove the Contractor from the City’s vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor’s default, including, without limitation, cost of cover, reasonable attorneys’ fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance. The following insurance requirements apply.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

Attn: Insurance Coordinator

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options

and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

5.1.2.1.2 Independent Contractor's Coverage

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the

equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.1.2.5 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Delays.**

5.3.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

5.6 **Workforce Security Clearance and Identification (ID)**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

SECTION 6. WARRANTIES

6.1 Warranty – Services. The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 Place and Condition of Work. The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.3 **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.3.1 disposal of major assets;

7.3.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.3.3 any significant termination or addition of provider contracts;

7.3.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.3.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.3.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.3.7 known or anticipated sale, merger, or acquisition;

7.3.8 known, planned or anticipated stock sales;

7.3.9 any litigation filed by a member against the Contractor; or

7.3.10 significant change in market share or product focus.

7.4 **Right To Audit.**

7.4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.4.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.5 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.6 **Indemnity.**

7.6.1 Definitions:

7.6.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.6.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.6.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.6.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.6.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.7 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.8 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Yanez Tennis Consultants

ATTN: Ruben Yanez

4201 Brookview Road

Austin, TX 78722

7.9 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee

information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.10 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.11 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.12 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.13 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.14 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.15 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.16 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.17 **Modifications.** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.18 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.19 **Dispute Resolution.**

7.19.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.19.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.20.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.20.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.20.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.21 **Subcontractors.**

7.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

7.22 Living Wages and Benefits.

7.22.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.22.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.22.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit C, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.22.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

7.22.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

7.22.4.2 time and date of week when employee's workweek begins;

7.22.4.3 hours worked each day and total hours worked each workweek;

7.22.4.4 basis on which employee's wages are paid;

7.22.4.5 regular hourly pay rate;

7.22.4.6 total daily or weekly straight-time earnings;

7.22.4.7 total overtime earnings for the workweek;

7.22.4.8 all additions to or deductions from the employee's wages;

7.22.4.9 total wages paid each pay period; and

7.22.4.10 date of payment and the pay period covered by the payment.

7.22.5 The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit D, Living Wages and Benefits Employee Certification):

7.22.5.1 the employee's name and job title;

7.22.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;

7.22.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

7.22.6 The employee certifications shall be signed by each employee directly assigned to the contract.

7.22.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

7.22.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties

The Contractor agrees to offer the same prices and terms and conditions to other eligible agencies that have an Interlocal agreement with the City.

7.28.2 The City does not accept any responsibility or liability for the purchases by other governmental agencies through an Interlocal cooperative agreement.

7.29 **Workforce**

7.29.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.29.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.29.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.29.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.29.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Yanez Tennis Consultants

By: Maggie Yanez / Ruben Yanez
Signature

Name: Maggie Yanez / Ruben Yanez
Printed Name

Title: Pro-Managers

Date: Jan 30 2012

City of Austin

By: Sharon Patterson
Signature

Name: Sharon Patterson
Printed Name

Title: Senior Buyer

Date: Jan 30, 2012

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Non Discrimination Certification
Exhibit C	Living Wages and Benefits Contractor Certification
Exhibit D	Living Wages and Benefits Employee Certification

List of Exhibits

Exhibit A	Scope of Work
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Exhibit A
SCOPE OF WORK
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

1. **PURPOSE**

The City seeks a contractor qualified and experienced in tennis facility management. This Contractor will manage the collections of court fees, and court reservations, provision of lessons and tennis programs for the Pharr Tennis Center.

2. **BACKGROUND**

The City has historically contracted for professional tennis center management. Pharr Tennis Center (the "Tennis Center") currently has eight (8) lighted courts and one (1) lighted backboard. The tennis facility has approximately four hundred (400) square feet of retail floor and wall space which will be operated by the Contractor however is not considered directly part of this Contract.

3. **SCOPE OF WORK**

A. **Title of Program**

Tennis Pro Manager at Pharr Tennis Center, 2312 Shoal Creek Blvd., Austin, Texas 78705

B. **Objective**

The City's objective is to enter into a contract with a qualified and experienced individual to provide professional services for tennis facility management. Contractor's proposal, dated January 3, 2011, (the "Offer") provides details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs.

The City reserves the right to limit an individual to hold only one tennis contract for a full time tennis center.

C. **Implementation**

1. The Contractor shall operate and manage the Tennis Center in a manner consistent with the use of the facilities as a Tennis Center and City of Austin Tennis Operating Policies. Such policies will be provided by the City and may be changed from time to time at the sole discretion of the City. The Tennis Operating Policies may be amended as required at any time through the duration of this Contract, at the sole discretion of the Parks and Recreation Departments Director or Designee. Contractor shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices in the Tennis Center without the prior written approval of the Contract Manager.

The Contractor shall:

- A. Open the Tennis Center for business promptly each day, except Christmas Day. The Contract Manager shall approve any other closed days or holiday hours.
- B. Maintain hours of operation, as approved or directed by the City.
- C. Hire and staff the Tennis Center. The training, supervision and expense of this staff shall be the responsibility of the Contractor.

- D. Conduct customer service and sensitivity training for staff.
 - E. Provide complete janitorial services and supplies for the Tennis Center. Also the fenced-in area of the Tennis Center must be kept free and clear of rubbish, filth, and refuse. The Contractor will have access to a dumpster to be provided by the City.
 - F. To assure that the tennis courts and facilities are in good repair; Contractor shall promptly notify the Contract Manager of the need to repair or replace City equipment or facility maintenance.
 - G. Enforce applicable municipal tennis centers policies and regulations established by the City governing activities or the use of the Tennis Center. Maintain detailed procedures for customer complaint resolutions.
 - H. Contractor shall maintain certifications for CPR, First Aid and AED training. AED training for all staff is required. Proof of certifications will need to be provided to the Contract Manager upon request.
 - I. Promote the game of tennis by conducting a **minimum of two (2) teacher in-services or Recreational "Quick Start" Tennis Workshops for teachers in middle schools** per year within the Austin area. Written proof from the school principal will need to be provided to the Contract Manager upon request.
- 2. The Contractor shall provide the equipment necessary for the operation of the Tennis Center. Contractor will provide a cash register or equivalent with the capabilities of providing the City with accurate accounting information on reservations and lesson court fees.
 - 3. The Contractor will be allowed the use of half of the tennis courts for programming of lessons and clinics at a lesson court fee rate approved by the Contract Manager and which shall be paid to the City. The exception to this would be during the school year. The City has entered into an inter-local agreement with Austin Independent School District (A.I.S.D.) for special events during the school year. The dates for A.I.S.D. will be available after October 1st of each year. There is no charge for these A.I.S.D. courts.
 - 4. The Contractor shall have the exclusive right to operate and manage the Tennis Center, in conformance with the terms of this Contract. The Contractor shall have the right to sell for reasonable prices:
 - A. Pre-packaged food and beverages, such as candy, chips, soft drinks
 - B. Tennis merchandise
 - C. Customary tennis center services (e.g., restringing, ball machine rental)
 - 5. The Contractor shall have the exclusive right to conduct tennis related activities/lessons at the Tennis Center. Fees must be posted. In an effort to keep tennis affordable, any increase in fees for these services are subject to approval of the City's Contract Manager. These services include but are not limited to:
 - A. Private or group lessons (court fees paid to the City will apply)
 - B. Leagues (court fees paid to the City will apply)
 - C. Tournament scheduling or planning services (court fees paid to the City will apply)

6. The exclusive right to sell food/beverages is granted to the Contractor. The City reserves the right to allow players and their organizations to supply their own food/beverages for their own consumption.
7. The Contractor shall:
 - A. Not permit any defacing of the building or buildings where physical facilities are located
 - B. Not permit undue loitering
 - C. Not permit objectionable language
8. **The Contractor shall provide and keep in full force and effect insurance outlined Section 5.1 of the Contract. The Contractor will need to provide a Certificate of Insurance prior to beginning work in accordance with the insurance requirements.**
9. The Contractor shall make written report to the Contract Manager of any needed repairs or suggested alteration or improvements. The Contractor shall not make any structural alterations, repairs, or improvements to the premises, without prior written permission from the Contract Manager. Any such alterations made without permission shall be done at the expense of the Contractor and shall become the property of the City at the termination of this Contract. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense. Contractor shall allow no liens to be filed against City property.
10. The following conditions shall remain in effect during the term of this Contract.
 - A. Contractor shall conduct business in a manner that will reflect credit upon him and the City.
 - B. The Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the Tennis Center. All permits shall be mounted in a conspicuous location.
 - C. Custodial Duty Schedule - Daily Requirements:
 - The entire area shall be kept neat and clean
 - Clean all counter tops and tables
 - Vacuum/mop all floors designated for business
 - Empty and clean trash receptacles and install new liners
 - Remove all waste from site to container
 - Bathrooms must be cleaned and sanitized
 - Grounds must be free of litter and rubbish
 - Storeroom clean and kept neat
11. All duties shall be performed as scheduled and repeated at more frequent intervals should weather, use and litter make such repetition necessary to present a clean appearance.
12. The Contractor will be responsible for long distance phone charges and any additional phone or computer services.
13. The Contractor shall administer the National Junior Tennis Leaning Program (N.J.T.L) summer program. This will include but is not limited to the following:
 - A. Contractor shall conduct the NJTL program for not less than seven (7) weeks in the summer months from June – August.
 - B. The program will be conducted in at least six (6) sites throughout the City. (Sites shall be determined by the Contractor and the City's Contract Manager).
 - C. The low cost of the program shall not exceed thirty dollars (\$30) per participant.

- D. Scholarships must be made available to all participants requesting this information. Scholarships based on financial need of family will be reviewed and approved by Contractor and City's Contract Manager.
 - E. The Contractor shall hire sufficient staff to have a minimum of one (1) instructor and one (1) monitor/volunteer per site.
 - F. The Contractor will keep database of participants that will be turned in to City's Contract Manager by September 15th of each year.
 - G. An additional management fee of seven thousand five hundred dollars (\$7,500) will be added to the current contract and paid to the contractor each May 1st to help cover labor cost of the program. The Contractor shall keep all funds collected from participants or sponsors of the program.
 - H. Contractor may sub-contract this program with the approval of the City's Contract Manager.
- 14. The City will be responsible for paying all utilities (Water/waste water, electricity, and gas), pest control and provide a security service for the building only. It is the Contractor's responsibility to monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost involved for false alarms. Should a theft occur of any nature, the City will not be held responsible for any contents or merchandise.
 - 15. The City will provide a safe environment for tennis players by keeping the Tennis Center, courts and fences in good repair. The City will also provide nets, windscreens, benches and repairs to the lights and building.
 - 16. City will provide two (2) telephone lines. Any additional telephone or computer lines may be added at the Contractor's expense.
 - 17. The City will not be responsible for any debts incurred by the Contractor.

D. Acceptance of Work

- 1. The Contractor shall establish and maintain during the term of this Contract separate records and accounts, including a separate bank account, relating to the operation of the Tennis Center. Records and accounts shall be subject to the examination and audit by the City, at any time.
- 2. The Contractor shall provide to the Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to tennis facility income. This form shall be submitted to Contract Manager annually within seven (7) calendar days of filing with the IRS.
- 3. The Contractor shall submit to Contract Manager a copy of their quarterly sales tax report within fifteen (15) calendar days of filing the report.
- 4. The City agrees to pay a monthly management fee of three thousand dollars (\$3,000). The monthly management fee will be paid in accordance with Section 3.3 of the Contract. This management fee will be paid for the initial term of the Contract. Upon satisfactory completion of the first term, the City may increase the Productivity Award based on performance and fees collected for the City before exercising any further options. The Evaluation Standards are as provided below.
- 5. Funds collected from City Council approved fees and lessons will be deposited into a separate bank account from the City's. The Contractor shall be liable to the City for all

funds collected until such funds are deposited into the City's bank account. The Contractor will make weekly deposits into the City's bank account using a company/personal check. The City will provide deposit slips for the Contractor to deposit all City funds. Copies of deposit slips and court rentals along with City required cash reports will be submitted to the City on a weekly basis throughout the term of this Contract. Contractor shall have a cash handling policy for City review and approval. If Contractor does not have a cash handling policy, Contractor shall utilize the City's Cash Handling Policy.

6. Historically, Pharr has maintained court fee revenues in excess of forty thousand dollars (\$40,000) per year. See Evaluation Standards below.
7. The City reserves the right to conduct random inspections of the Tennis Center to ensure all provisions of the Contract are being met and will submit a report to the Contractor. Random facility compliance visits will be made during each quarter. Areas to be reviewed include but not limited to: cleanliness of facility, general building maintenance, court maintenance, fire safety compliance, hours of operation.
8. The City reserves the right to ask Contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.

9. Evaluation Standards

Tennis Facilities – At the year ending evaluation, Contractor is eligible to receive a *Productivity Award* if Contractor meets Item 1 and meets at least 4 of the 5 Items 2 through 6 below for the entire year. A Yes or No rating will be provided to the contractor.

Criteria Me (Yes/No)

1. Court Revenue – Quarterly revenue earned will be reviewed against targets including timely reporting of deposits made to the City. Revenue targets are derived from the minimum requirement of \$40,000 a year grouped into seasonal quarters (Jan, Feb, Mar - \$10,000; Apr, May, Jun - \$10,000; Jul, Aug, Sep - \$10,000; Oct, Nov, Dec - \$10,000).

2. Programming – City will review Contractor's documented efforts regarding center programming to include, but not limited to, types/levels and times of programs being offered; number of participants; any partnerships with local associations, groups or schools (e.g. agreements, memorandums of understanding, flyers or programming information for your facility.) Additional information includes *Adults, Junior, Leagues, Mixers/Social Groups and Tournaments* – A breakdown on the type of tournament and court hours used. To meet this criteria Contractor shall provide all information above and present documentation regarding efforts to offer a variety of services from the list identified above.

3. Customer Service – A customer service survey shall be made available to all participants of the facility. Surveys or copies of any completed surveys shall be turned in quarterly to City's Contract Manager. To meet this criteria Contractor must provide documented resolutions to low scoring surveys or customer service complaints or option plans for resolving issue(s) in the future.

4. Maximizing court usage – Daily court reservation sheets will be turned in and reviewed quarterly. Contractor shall provide possible options, plans and/or solutions for filling in underutilized court times.

5. **Community Involvement** – Provide information on any community outreach during each quarter. Such as: teacher in-services, free clinics, presentations at neighborhood associations, schools, churches, volunteering, etc. Contractor must provide documentation from any meetings attended or printed material from presentations or flyers from any programs that were offered for the community. A minimum of one per quarter is required.

6. **National Junior Tennis Learning (NJTL)** – Program Update – Sites, flyer/web update, participation, partnerships, challenges, etc.

Grading Factors

- Contractor is eligible to receive a *Productivity Award* if Contractor meets Item 1 above and meets at least 4 of the 5 Items 2 through 6 for the entire year.
- Should Contractor not meet the criteria of any of the service areas above, Contractor may be given the opportunity to make corrections at the discretion of the City Contract Manager. If allowed, corrections must be made within thirty calendar days after the evaluation is completed or provide the City Contract Manager with further reasoning why the corrections could not be made. Acceptance of this reasoning is at the discretion of the City Contract Manager.

Productivity Award is defined as 25% of all court fee revenue generated over \$40,000. Awards granted shall not to exceed \$10,000 annually. Example: If annual revenues equal \$50,000, productivity award is calculated using the revenue after \$40,000. The revenue above \$40,000 which equates to \$10,000 will be multiplied by 25% awarding the Contractor \$ 2,500.

Exhibit B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. CB30001

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of

employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of January, 2012

CONTRACTOR

Authorized
Signature

Title

Yancey Tennis Consultants
Maggie Gandy / Ruth York
Pro- Managers

EXHIBIT C
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this Contract:

are compensated at wage rates equal to or greater than \$11.00 per hour; and
 are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If Contractor violates this Living Wage provision Contractor shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the Contractor to possible suspension or debarment.

Company Name <u>YANEZ TENNIS CONSULTANTS</u>		
Signature of Officer or Authorized Representative <u>Maggie Yanez</u>	Title <u>Pro-Mgrs</u>	Date <u>Jan 30, 2012</u>
Type or Print Name <u>Maggie Yanez</u>	<u>Ruben Yanez</u>	

EXHIBIT D
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services:
Contractor Name: <u>YANEZ TENNIS Consultants</u>	

Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

No Employees at this time

(Witness Signature)

(Printed Name)

Maggie Yanez 2.1.12

EXHIBIT D
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services:
Contractor Name: <u>YANEZ TENNIS Consultants</u>	

Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name	Title
Signature of Employee	Date
Type or Print Name	

No Employees at this time

(Witness Signature)

(Printed Name)

Maggie Yanez 2.1.12

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENT (RFQS)
Offer Sheet

SOLICITATION NO: CB30003

DATE ISSUED: JUNE 6, 2011

COMMODITY/SERVICE DESCRIPTION: MANAGEMENT AND
OPERATION OF PHARR TENNIS CENTER- PARKS AND RECREATION
DEPARTMENT

REQUISITION NO.:

COMMODITY CODE: 96115

PRE-RESPONSE CONFERENCE TIME AND DATE: NA

LOCATION: NA

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

CRUZ BANDA

Buyer II

Phone: (512) 974-2133

QUALIFICATION STATEMENT DUE PRIOR TO: JUNE 28, 2011 AT
9:30 AM CST.

COMPLIANCE PLAN DUE PRIOR TO: NA

RESPONSE CLOSING TIME AND DATE: JUNE 28, 2011 AT 9:30 AM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Maggie Yanez / Ruben Yanez
Signature of Person Authorized to Sign Offer

Maggie Yanez / RUBEN YANEZ
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: *June 27, 2011*

Company Name: *Yanez Tennis Consultants*

Address: *4201 Brookview Rd*

City, State, Zip Code *Austin, Texas 78722*

Phone No. (512) *477-7773*

Fax No. ()

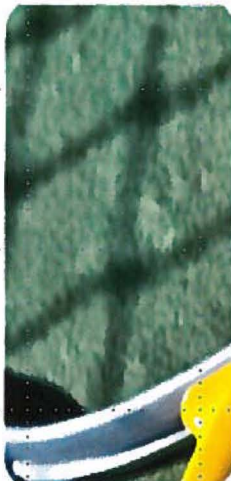
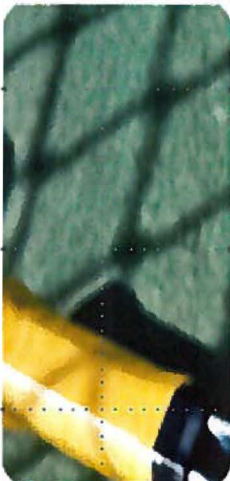
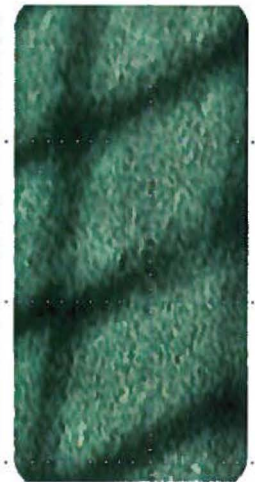
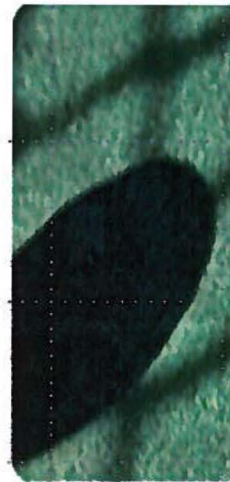
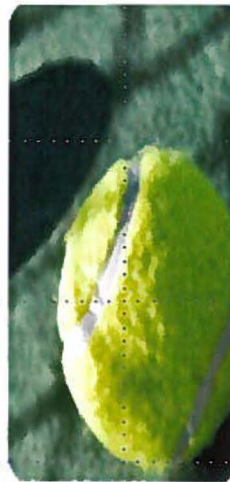
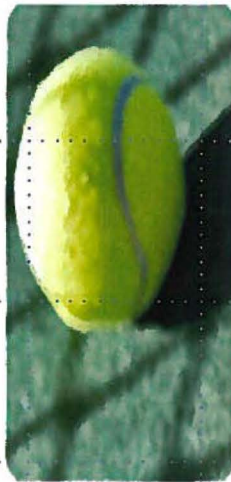
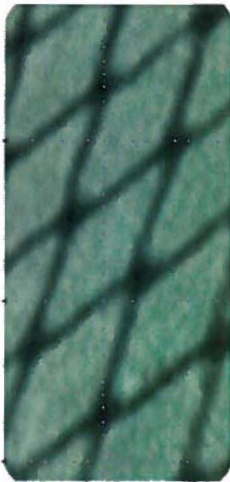
BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: *YANEZ TENNIS CONSULTANTS*

Remit to Address: *4201 BROOKVIEW RD*

City, State, Zip Code *AUSTIN TX 78722*

Email Address *myanez@pharrtennis.com*



YANEZ TENNIS CONSULTANTS
Austin, Texas

Proposal for the Position of Pro Manager
at
Pharr Tennis Center

Request For Qualification Statement
(RFQS)
SOLICITATION NUMBER: CB30003
June 2011

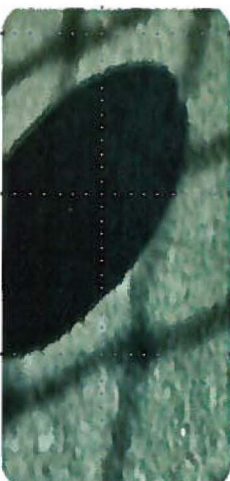


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Executive Summary

Yanez Tennis Consultants (YTC) submits this proposal in accordance with the City of Austin Request for Proposal (RFP) Solicitation Number: CB30001. We wish to be considered for the position of Pro Managers at Burnett "Blondie" Pharr Tennis Center, 4201 Brookview Road, Austin, Texas 78722.

Qualifications for Operation and Management of a Tennis Center: Yanez Tennis Consultants operates as an equal partnership between Ruben and Maggie Yanez, registered in the State of Texas, which has been operating Pharr Tennis Center since 1986. Although not registered with the City, Yanez Tennis Consultants is both a minority and woman owned business.

YTC has operated Pharr Tennis Center for over 25 years. Ruben Yanez has been a certified member of the United States Professional Tennis Association (USPTA) for 25 years. In addition Ruben is an expert in stringing tennis racquets. He is a member of the United States Racquet Stringers Association (USRSA). Membership in both of these organizations has enabled Ruben to provide the highest quality of service to the tennis players who come to Pharr Tennis Center. Ruben will continue to take advantage of the continuing education programs offered by the USPTA and the USRSA, which enable him to stay up to date on current teaching methods and stringing techniques.

Maggie Yanez is also a certified tennis instructor who introduced the game of tennis to thousands of players and has established her citywide reputation as an honest, fair, and hard working manager at Pharr. Recently, Maggie was invited by The Austin Sports Commission to be part of a group of tennis leaders in the community that meets periodically to discuss ways to increase tennis participation in Austin.

All Tennis Professionals on staff are currently certified instructors. Yanez Tennis Consultants will seek other qualified professionals to head lesson programs, clinics, play days, and tournaments for both adults and juniors.

The Scope of Work calls for Pharr Tennis Center to be open promptly each day and for the hours of operation to be maintained as approved by the City. Maggie, Ruben, and their staff have consistently maintained the hours of operation for Pharr Tennis Center over the past 25 years.

The Scope of Work calls for the contractor to hire and staff Pharr Tennis Center. Over the years, Maggie and Ruben have hired and trained dozens of top rate individuals to work at Pharr Tennis Center. Many of these individuals have gone on to careers in the field of tennis. Former Pharr Teaching Pro Kevin O'Shea is currently the Director of

Tennis Operations at Texas A&M University. Lincoln Ward, who now manages the Austin Tennis Center, worked with Maggie and Ruben at Pharr Tennis Center for many years.

The City requires that the Tennis Center to be kept clean and in good condition and that the manager maintain a safe environment for players. Maggie and Ruben personally provide complete janitorial services and supplies for Pharr Tennis Center and have a reputation for maintaining a clean and safe center. Bathrooms and shower areas are cleaned daily, and landscaping of the grounds occurs on a regular basis. Communication with the contract manager has been prompt and consistent when necessary.

Programming Qualifications/Experience

National Junior Tennis League (NJTL):

Under Yanez Tennis Consultants, Pharr Tennis Center has a long history of involvement with the National Junior Tennis League. Pharr Tennis Center has hosted numerous rallies and playoff matches, and has also been the home base of NJTL teams. In addition, Ruben and Maggie Yanez have donated racquets, stringing services and shoes to the NJTL over the years. In 2011 alone, 500 tennis balls were donated to NJTL.

Neighborhood/Community Involvement: Pharr Tennis Center has always been a Tennis Center that is focused on local neighborhoods and the community as a whole. No other tennis center hosts as many league teams as Pharr Tennis Center and no other facility hosts as many community tournaments as Pharr.

Lessons and Clinics: Lesson and Clinics are provided for both Adults and Juniors. Free lessons are provided through the "new player program" (participants pay for court time, but not for instruction). All teaching pros are certified by either the United States Professional Tennis Association or the Professional Tennis Registry.

Daily Use and Play: Yanez Tennis Consultants maximizes court usage by providing lessons and clinics, hosting groups such as the "Senior Early Birds," hosting many different league teams both during the week and on weekends and by hosting a wide array of tournaments throughout the year.

Certifications: Ruben Yanez is certified for CPR, First Aid and AED training. All staff will be AED trained as required by the scope of work.

Customer Complaint Resolution: While operating Pharr Tennis Center over the past 25 years, Maggie and Ruben Yanez have had a minimum number of complaints. If any complaints are received in the future, they will be brought to the attention of Maggie or Ruben as soon as possible. All conflicts will be resolved within the guidelines and terms provided by the City of Austin.

Business Plan: The business plan formulated by Yanez Tennis Consultants revolves around providing the highest quality of service to all clients. The goal is to meet and exceed all standards and requirements set forth in the scope of work for this contract.

Staffing Plans and Training/Organization Chart: Maggie and Ruben Yanez will report directly to the Contract Manager as needed, all additional staff will report directly to Maggie and Ruben Yanez. Maggie and Ruben Yanez will oversee all activities on a daily basis.

Concessions: Pharr Tennis Center has concessions available. Pharr managers emphasize healthy snacks and drinks for tennis patrons and the general public.

Financial Viability/Stability: Yanez Tennis Consultants is in good financial standing.

Management Qualifications and Experience: Maggie and Ruben Yanez have operated Pharr Tennis Center for over 25 years. Both Maggie and Ruben are certified tennis instructors who have taught thousands of people to play the game. Ruben Yanez is an expert racquet stringer who has an excellent reputation and clients from all over the Austin metropolitan area.

The following proposal details the approach that Yanez Tennis Consultants will take to meet the requirements in RFP CB30003. We believe that Yanez Tennis Consultants is the best candidate to manage Pharr Tennis Center. We believe that Yanez Tennis Consultants has the best experience to:

- 1) Meet or exceed the needs of Austin tennis players;
- 2) Meet or exceed the prescribed operating policies and reporting requirements of the City of Austin; and
- 3) Maintain economic viability for Yanez Tennis Consultants.

Qualification Statement

- A. **Part I – Business Organization:** *State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Contractor shall submit a summary statement of financial health and audited financials for the previous three years.*

Yanez Tennis Consultants submits this proposal in accordance with the City of Austin Request for Proposal (RFP) Solicitation Number: CB30003. We wish to be considered for the position of Tennis Pro Managers at Burnett "Blondie" Pharr Tennis Center, hereafter referred to as Pharr Tennis Center, 4201 Brookview Road, Austin, Texas 78722. Yanez Tennis Consultants operate as an equal partnership between Ruben and Maggie Yanez, licensed in Texas and has managed Pharr Tennis Center since August of 1986, and will be responsible for the implementation and management of the serves provided. **Financial statement enclosed. See Exhibit A.**

Historical Background



Pharr Tennis Center sits on a tract of land in the Wilshire Wood (Delwood) Neighborhood just off of Airport Boulevard, about a quarter of mile east of Interstate Highway 35 (IH 35). Pharr is in Patterson Park and is directly across from the former Robert Mueller Municipal Airport. The tennis center was built in 1975. Pharr was originally planned to offer easier access to public tennis facilities for players north of downtown and also those east of IH 35.

From a neighborhood viewpoint, the area around Pharr has experienced an interesting demographic shift. First, Mueller Airport closed down permanently in 1999. After an extensive review process, the Austin City Council voted to allow the Mueller to become a planned, mixed-use community or New Community with mixed

housing. Along with the Dell Children's hospital and retail space and now residential occupancy, the Mueller development is just now beginning to assume its new, unique character. A major theme for Mueller is to be a green community. Pharr Tennis Center is within walking or cycling distance from any location in Mueller.

In addition to the Mueller development, the surrounding neighborhoods have experienced significant demographic shifts, including the gentrification of Austin just south of Pharr, between Airport and IH 35. The proliferation of high rise living in the downtown area has created a residential population that did not exist as recently as seven years ago. While the area within a five-mile radius of Pharr continues to be a diverse population, there has been a definite spike in residents 39 years of age and younger (Exhibit B).

The challenge at Pharr Tennis Center for the upcoming years will be to determine how best to serve a new population of court users while continuing to serve the core, long-time users who have made the center a success. Yanez Tennis Consultants believes it has the best managerial experience and strategies to ensure the economic viability of Pharr Tennis Center.

The following responses to the RFP will illustrate how Yanez Tennis Consultants has:

- 1) Familiarity with the basic needs of the Austin tennis community (public play, lessons, leagues, tournaments, merchandise and stringing);
- 2) Extensive experience in managing a tennis center and successfully fulfilling the reporting requirements and expectations of a contractor;
- 3) An understanding of the dynamics of the population in the Pharr service area;
- 4) The demonstrated ability to provide superior customer service;
- 5) Proven flexibility to develop strategies to meet changing needs.

*B. **Part II – System Concept and Solution:** Define in detail your qualifications, abilities, and understanding of the requirements presented in The Scope of Work and your business solution. Provide any additional information you deem necessary to evaluate your qualifications and abilities of managing and operating the Pharr Tennis Center.*

Qualifications and Abilities:

Yanez Tennis Consultants has operated Pharr Tennis Center for over 25 years. Since 1987, Ruben Yanez has been a certified member of the United States Professional Tennis Association (USPTA). The USPTA is the world's oldest and

largest association of tennis teaching professionals, with over 15,000 members



worldwide.

In addition to being an experienced tennis instructor who has taught thousands of people to play the game, Ruben is an expert in stringing tennis racquets. He is a member of the United States Racquet Stringers Association (USRSA), a worldwide organization whose mission is to educate its constituents to better understand service and perform the art and science behind stringing tennis racquets.

Membership in both of these organizations has enabled Ruben to provide the highest quality of service to the tennis players who come to Pharr Tennis Center. Ruben will continue to take advantage of the continuing education programs offered by the USPTA and the USRSA, which will enable him to stay up to date on current teaching methods and stringing techniques.

Maggie Yanez is a member of the Professional Tennis Registry (PTR), which is a global organization whose goal is to provide quality education, global certification and unsurpassed service to tennis teaching professionals and coaches. Maggie has also introduced the game of tennis to thousands of players and has established a citywide reputation as an honest, fair, and hard working manager at Pharr. Recently, Maggie was invited by the Austin Sports Commission to be part of a group of tennis leaders in the community which meets periodically to discuss ways to increase tennis participation in Austin.

All Pharr tennis professionals are currently certified by the USPTA or PTR. Moving forward into the future, Yanez Tennis Consultants will seek other qualified professionals to head lesson programs, clinics, play days, and tournaments for both adults and juniors. Desk staff will meet all requirements for employment set by the City of Austin. YTC will continue to maintain this level of professionalism by requiring all tennis professionals to maintain their certifications and to participate in continuing education programs.

Understanding of the Scope of Work

Yanez Tennis Consultants understands that the City is seeking qualified and experienced individuals to provide professional services for Pharr Tennis Center. Maggie and Ruben Yanez are prepared to continue providing those services.

The Scope of Work calls for Pharr Tennis Center to be open promptly each day and for the hours of operation to be maintained as approved by the City. Maggie, Ruben,

and their staff have consistently maintained the hours of operation for Pharr Tennis Center over the past 25 years.

The Scope of work calls for the contractor to hire and staff Pharr Tennis Center. Over the years, Maggie and Ruben have hired and trained dozens of top rate individuals to work at Pharr Tennis Center. Many of these individuals have gone on to careers in the field of tennis. Former Pharr Teaching Pro Kevin O'Shea is currently the Director of Tennis Operations at Texas A&M University. Lincoln Ward, who now manages the Austin Tennis Center, worked with Maggie and Ruben at Pharr Tennis Center for many years.

The City requires the Tennis Center to be kept clean and in good condition and its manager maintain a safe environment for players. Maggie and Ruben personally provide complete janitorial services and supplies for Pharr Tennis Center and have a reputation for maintaining a clean and safe center. Bathrooms and shower areas are cleaned daily, and landscaping of the grounds occurs on a regular basis. Communication with the contract manager has been prompt and consistent when necessary.

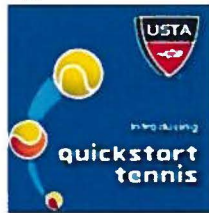
With respect to customer complaints, Maggie and Ruben have operated Pharr Tennis Center for many years and have received minimal complaints. If any complaints are received in the future, they will be brought to the attention of Maggie or Ruben as soon as possible. All conflicts will be resolved within the guidelines and terms provided by the City of Austin. Complaints will be documented completely as to who, what, when, where, why and how resolved. All complaints will be handled in a timely manner, following good business practices. Upon successful resolution of the complaint, Maggie and Ruben will undertake steps and put into place policies and procedures to assure such an event does not occur again in the future.

The Scope of Work calls for the Contractor to promote the game of tennis by conducting at least two teacher in-service or Recreational "Quick Start" tennis workshops for teachers in middle schools in Austin. Maggie and Ruben are excited about the new Quick Start programs that are being introduced by the United States Tennis Association (USTA). The USTA has scheduled a number of workshops to train tennis professionals in Quick Start teaching techniques, and YTC plans to attend one of these workshops as soon as possible. Pharr tennis center is uniquely located in North Central Austin on the East side of I-35 and is convenient to Webb Middle School and Kealing Middle School, two schools which serve a demographic

which may not typically be exposed to tennis. YTC will contact both of these schools, and a Quick Start tennis workshop will be scheduled for the Fall of 2011.



In addition, under Maggie and Ruben Yanez, Pharr Tennis Center has a long history of involvement with The National Junior Tennis League (NJTL), having hosted NJTL rallies and playoffs many times. Ruben and Maggie have donated racquets, stringing services and shoes to local NJTL chapters. They have also hosted tournaments where the proceeds went to support the NJTL program. In 2011 alone, they donated approximately 500 balls to the NJTL program, provided free racquet stringing and donated racquets and shoes. Maggie and Ruben look forward to hosting more NJTL events in the future and working to expand the program to reach more children, particularly economically disadvantaged kids.



- C. **Part III – Program:** Describe your qualifications for accomplishing required work. Include such related data, displays, graphs, and charts as necessary to show tasks, sub tasks, milestones, and decision points related to your qualifications and abilities of accomplishing the Statement of Work. Specifically include:
- i. A description of your qualifications and abilities to perform the work/program(s). Detail the steps you will take in the form of tasks, written deliverables, reports and abilities to comply with all applicable rules and regulations of Federal, State, and Local governing entities. The Proposer must state its compliance with terms of this Request for Qualification.

Yanez Tennis Consultants, as part of an ongoing business plan, seek to maximize court usage at Pharr Tennis Center. This plan will include an increase in lessons offered and more informal tennis matches. Affordable lessons from certified teaching professionals are available for both adults and juniors.

Pharr partnered with the Austin Tennis League (ATL) to create ATL's New Player Program. The goal of the program is to create opportunities for new players to

join the Austin tennis community. "New" can be beginners or former players who are recent arrivals in Austin. Free lessons are provided once a week through the program (students pay for court time, but not instruction). Since its inception in 2005, the program has recruited more than 500 new players to the ranks of the Austin tennis community (Exhibit C).



More captains of USTA team tennis leagues select Pharr Tennis Center for their home court needs than any other tennis center in Austin. Feedback from these captains indicates their preference to Pharr is due to the genial atmosphere of the center and the consistent customer service provided by Yanez Tennis Consultants.

Yanez Tennis Consultants will seek to fill one-half of the courts with lessons and the other half with public play. The Business Plan allows for certified individuals selected by Maggie and Ruben Yanez to use the courts for agreed upon lesson plans.

Yanez Tennis Consultants will seek to increase the reservation bookings by 20 percent (20%) each year of the contract. This will be done by actively recruiting new players to tennis and also increasing the number of teams (USTA, ATL, AWTa and Junior teams) that conduct matches using this tennis facility. The increase in teams will increase court usage and also lesson revenue, court time, merchandise sales, and exposure of tennis to a wider variety of people. For example, YTC will strive to attract the growing Mueller Community (targeted growth of 10,000) to use Pharr.

Both Maggie and Ruben are actively involved in the tennis community and coordinate activities with various tennis associations in the Austin area. This allows for the free flow of information from all groups. This relationship with the various organizations allows Pharr to manage court usage more efficiently. They rely on customer feedback to help in their business management (Exhibit F).

Yanez Tennis Consultants will have the most qualified individuals available. The staff will be under the direct supervision of Maggie and Ruben Yanez. These

individuals will carry on the highest standard available within the industry. All teaching staff will be certified by either United States Professional Tennis Association or The Professional Tennis Registry. Yanez Tennis Consultants will ensure adequate staffing of Pharr Tennis Center at all times. All staff will assist in the general janitorial services ensuring the cleanliness of the facility. Staffing requirements will be evaluated monthly to assess the needs of the Center. Peak times will be noted by analysis of reservations and additional staff will be included at those times.

Equipment, including racquets, strings, balls and clothes are in place and priced at or below market price. Yanez Tennis Consultants are sought out as highly trained and knowledgeable stringers, known within the community for their knowledge and skills. Many local professionals use Yanez Tennis Consultants for their stringing needs even when other sources are closer and more readily available. Ruben Yanez is a member of the United States Racquet Stringers Association (USRSA) and maintains an annual membership. Yanez Tennis Consultants will also attend trade shows, state and national Conventions to maintain up-to-date product and market knowledge. The Center maintains a philosophy of offering the highest quality for the lowest possible prices.



- D. **Part IV-Project Management Structure:** Provide a general explanation and chart which details your qualifications for project leadership and reporting responsibilities. If use of subcontractors is proposed, detail their qualifications and abilities, identify their placement in the primary management structure, and provide internal management description for each subcontractor.*

Final decisions in all matters lie in the hands of Ruben and Maggie Yanez as the Pro Managers. They are responsible for project leadership and interface with City Project management and team personnel. All hiring/firing decisions are in the hands of Maggie and Ruben, and all staff and professionals report directly to them.

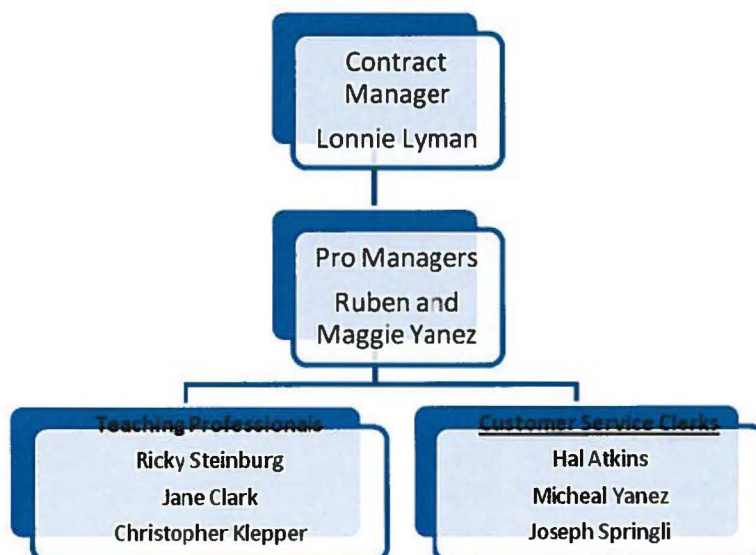
Maggie and Ruben Yanez report directly to the Contract Manager as needed. They have established a good working relationship with the existing Contract Manager for more than eight years. They are responsible for all reports and documentation and

the prompt delivery of reports and other items as deemed necessary by the Contract Manager.

Yanez Tennis Consultants may empower staff and professionals to conduct certain activities for and with them. These activities include lessons, clinics, play days, stringing services and other day-to-day activities.

Maggie and Ruben Yanez may ask other Professionals on the staff to attend meetings, or plan activities with Capital Area Tennis Professional Tennis Association (CAPTA), Austin Women's Tennis Association (AWTA), Capital Area Tennis Association (CATA), Austin Tennis League (ATL), United States Tennis Association, Texas Section (USTA/TEXAS) or other organizations. In all cases, Yanez Tennis Consultants accept full responsibility for these decisions.

Maggie and Ruben Yanez direct all activities of the center's operations. They work closely to maintain proper staffing, ordering, and janitorial needs. The tennis professionals and staff report directly to them. Final responsibility for all actions lies with Maggie and Ruben. They are responsible for the final outcome of all events, and will serve as the conduit between the Contract Manager and all members of the Manager's staff, both professional and non-professional.



E. Part V- Prior Experience: Describe only relevant corporate qualifications and experience including individual qualifications and experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1995. Supply the project title, year, and reference name, title, present address, and phone number of principal person for who prior projects were accomplished.

Maggie Yanez, Pro Manager, Pharr Tennis Center, August 1986-Present.

Ruben Yanez, Pro Manager, Pharr Tennis Center, August 1986-Present.

During this time, Maggie and Ruben Yanez have provided professional tennis services to the patrons of Pharr Tennis Center. This includes tennis instruction for thousands of players. Generations of Austin tennis players have learned the game at Pharr Tennis Center. Children who learned to play at Pharr in the 1980's are now adults who send their children to learn to play the game at Pharr.

Yanez Tennis Consultants, Past and Present

Pharr has supported various citywide tournaments and tennis league in the past. In addition, Yanez Management has hosted special tennis activities for several non-traditional tennis partners in recent years:

Pharr has served as the host for the Vietnamese State Tournament, an annual tournament involving Vietnamese participants from around the state. Sixty tennis players compete in a typical tournament, and families and friends are invited in this event with a picnic atmosphere.

Pharr has served as the annual tournament site for the Central Texas Tennis Association, an organization of primarily African-American tennis players in the greater Austin area (www.cttatennis.org). Participation in this annual tournament has ranged from 100-200 players, some from outside Austin (e.g., Dallas, Houston) and some from as far away at Louisiana and New York.

Pharr has hosted the statewide tournament of the Austin Tennis Club, a gay and lesbian tennis club in Austin (www.austintennisclub.com). Participation in this tournament has averaged about 150 players.

Pharr has served as the annual tennis tournament site of the Austin Inter-Parochial League (AIPL), a coalition of 19 private schools in the Austin area (<http://aiplsport.org>). The coalition includes private schools such as the Austin

Waldorf School, the Austin Jewish Academy, Paragon Prep School, Redeemer Lutheran School, St. Andrew's Episcopal School, St. Austin Catholic School, St. Francis School, St. Louis Catholic School and Texas School for the Deaf.

Before private courts were built for this purpose, Pharr served as the home courts of the Hyde Park Baptist School. This neighborhood private school hosted team tennis matches against area private schools. Typical opponents for Hyde Park Baptist School included St. Paul's Lutheran School and St. Mary's Catholic School.

Pharr partnered with the men's and women's college tennis teams of Concordia University before the school relocated to far northwest Austin. Pharr served as the home courts for this NCAA Division III school when the tennis teams hosted matches against such rivals as Hardin-Simmons University in Abilene, Texas, and Schreiner University in Kerrville, Texas. Pharr also worked out an arrangement for the college tennis teams to use the facility for weekly practice using Pharr's coaching staff.

In May 2010, Pharr hosted a tennis tournament and fundraiser for Austin Pets Alive (APA), a pet rescue group in the Austin area. Pharr also provided technical assistance to this group in organizing the tournament since the tournament targeted non-traditional tennis tournament participants. This was APA's second-ever tennis tournament, with its first tournament also being held at Pharr, but its success has spurred the organization to consider future tennis tournaments for fundraising purposes.

Pharr hosted the tennis tournament portion of the Maccabi Games, a Jewish sports fest held in different cities in the United States every four years (www.maccabiusa.com). When the event was held in Austin, the organization selected Pharr as the tennis tournament headquarters. The selection was the result of the good working relationship between Pharr's pro and the Austin Jewish community.

Pharr served as a location for an innovative initiative by the Austin Independent School District (AISD) where high school students could fulfill their physical education (P.E.) requirements by taking tennis instruction off-campus. This program focused on at-risk kids who were having problems meeting their P.E. credits in their schools' environment (e.g., students suffering from bullying problems). Pharr developed a curriculum for these students in addition to the on-court instruction, and students also had written assignments.

Pharr Tennis Center was the first facility used by the Austin Wheelchair league, where wheelchair players and able-bodied players were paired for doubles matches. The program was a merger between the United States Tennis Association, Texas Section, the Austin Tennis League, and Pharr Tennis Center. The program was the first of its type in Texas. The program moved to a larger facility when the participation outgrew Pharr Tennis Center.



Yanez Tennis Management, Future goals

In addition to continuing to support the non-traditional tennis partners mentioned above, Pharr plans to seek partnerships with other groups that do not typically sponsor tennis events.



Susan G. Komen Breast Cancer Foundation –

Yanez Management will seek to partner with the Austin Affiliate of the Susan G. Komen Breast Cancer Foundation to sponsor a tennis event in 2012. The event could be a tennis function offered to participants in the Race for the Cure, the organization's primary fundraiser.



Lance Armstrong's LiveStrong Foundation –

Yanez Management will contact tennis players who are cancer survivors and brainstorm to determine if there are any tennis activities that would fit Livestrong's goals.

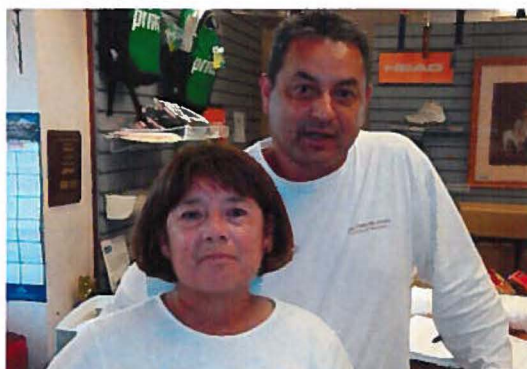


Mueller Community –

Yanez Tennis Consultants has identified a tennis contact in the Mueller Community who has agreed to serve as a liaison between Pharr and Mueller. The goal of this arrangement is to plan a series of free clinics to develop a long-term partnership between Mueller and Pharr in serving the community's tennis needs.



*F. Part VI- **Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.*



(Maggie and Ruben Yanez)

Ruben Yanez (right), USPTA
Pro Manager

Twenty-four years experience in tennis management and tennis instruction. Twenty-three years experience in Professional Racquet Stringing. Member, United States Racquet Stringers Association. Certified member United States Professional Tennis Association. Fifteen hours needed to complete a bachelor's degree in recreation administration.

Major Duties (percent of time in parenthesis):

- Racquet stringing and customer contact on stringing issues (55%)

- Custodial duties for the pro shop (15%)
- front desk: greeting players, answering phone calls, processing court fees (10%)
- Daily Court Maintenance (pick up trash, maintain wind screens, nets, etc.) (10%)
- Opening the pro shop every morning (5%)
- Ordering merchandise (racquets, strings, clothing, balls, etc.) (5%)

Maggie Yanez, PTR
Pro Manager

Twenty-three years of experience in tennis management. Member, Professional Tennis Registry. Responsible for the day-to-day operation of the Tennis facility, full time. Also and active participant in adult and senior tennis leagues.

Major Duties (percent of time in parenthesis):

- Chief financial officer – maintain books, fulfill financial/reporting duties to the city (55%)
- Operate front desk – take reservations, schedule lesson and league courts, field phone calls (25%)
- Center Maintenance – Ordering supplies and merchandise (15%)
- Closing tennis center and prep for next day (5%)

Richard Steinberg, PTR
Teaching Professional

Eleven years teaching experience. Member, Professional Tennis Registry. Part time staff.

Major Duties:

- Adult lessons (80%)
- Junior lessons (20%)

Christopher Klepper, USPTA-PTR

Four years of collegiate coaching experience. Member, United States Professional Tennis Association and United States Professional Tennis Registry. Part time staff.

Major Duties:

- Adult lessons (20%)

- Junior lessons (80%)



Jayne Clark, PTR

Twenty-three years teaching experience. Member, Professional Tennis Registry. Part time staff.

Major Duties:

Adult lessons (80%)

Junior lessons (20%)

G. *Part VII-Non-Collusion, Non Conflict of Interest and Anti Lobbying*

Yanez Tennis Consultants agree and stipulate that no member of their staff, professionals, subcontractors, employees, or parties in interest have in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Pro Manager or potential Pro Managers in regard to the amount of their proposal or the terms of their proposal.

Yanez Tennis Consultants shall not pay, or agree to pay, directly or indirectly, any person, firm, corporation, or other Pro Managers in return for assistance in procuring or attempting to procure a contract in return for fixing the prices in the proposal.

Yanez Tennis Consultants certify that none of the deciding factors set forth in the request or in the agreement were their idea or the ideas of anyone representing their company unless the suggestion was made at meeting open to all Pro Managers and which all Pro Managers had notice of.

Yanez Tennis Consultants attest to no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should they receive a contract award in the response to their proposal, no agent, representative, consultant or sub consultant affiliated with Yanez Tennis Consultants

who may have been involved in the development, preparation, or evaluation, or other decision making process for this solicitation will have any financial interest, either direct or indirect, in said contract.

Maggie and Ruben Yanez affirm there are no potential or actual conflicts of interest regarding this solicitation and certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee of elected official of the City of Austin.

Yanez Tennis Consultants shall not have undertaken, or will undertake any activity or action to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff, except in the course of City-sponsored inquires, briefings, interviews, or presentations between the Date that the Request for Proposal was issued and the date of award by the City Council.

Maggie and Ruben Yanez have signed and returned with the proposal the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying.

*H. **Part VIII- Qualification Statement Acceptance Period:** All qualifications statements must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFQS closing date.*

Yanez Tennis Consultants certify that this proposal is valid for a minimum period of one hundred and twenty (120) days subsequent to the RFP closing date of June 28, 2011.

*I. **Part IX- Proprietary Information:** All materials submitted to the City become public information and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the qualification statement to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.*

Yanez Tennis Consultants agree to the notification that this document will become public property and will be subject to the Texas Open Records Act upon Receipt.

*J. Part X- **Authorized Negotiator:** Include name, address, and telephone number of persons in our organization authorized to negotiate contract terms and render binding decisions on contract matters.*

Yanez Tennis Consultants delegate the following individuals and the authorized negotiator for contract terms and to render binding decisions on contract matters.

Ruben Yanez and Maggie Yanez
Yanez Tennis Consultants
4201 Brookview Road
Austin, Texas 78722
512-477-7773

List of Exhibits

<u>Description</u>	<u>Exhibit</u>
Financial Viability/Stability	A
Mueller/Austin Demographic Information	B
ATL Letter and Attachment	C
Resumes	D
Texas Sales Tax Certificate	E
Professional Certification	E
First Aid/CPR Certification	E
Letters of Appreciation	F
Customer Feedback	F
Purchasing Office Reference Sheet	G
Non-Discrimination Certification	G
Non-Collusion/Non-Conflict of Interest Affidavit	G
Non-Suspension or Debarment Certification	G
Living Wages & Benefits Contractor Certification	H
Nonresident Bidder Provisions	H
Minority- and Women Owned Business Enterprise	H
RFP CB30003	I

About Mueller

Located just three miles from downtown Austin and the Texas State Capitol and two miles from The University of Texas at Austin, Mueller is perfectly positioned to become an energetic new hub for central Austin. Come have a look!

A New Urban Village

The ambitious effort to redevelop Robert Mueller Municipal Airport into a mixed-use urban village in the heart of the city has helped Austin chart new directions. Mueller is envisioned as a sustainable community that is meeting extensive goals in housing and economic development. The award-winning Mueller master plan and the ambitious Master Development Agreement with Catellus Development Group and the City of Austin are the culmination of decades of community planning efforts from visionary neighbors and active citizens.

New Homes and Jobs

The 700-acre Mueller site, vacated when Austin's airport relocated in 1999, is well on its way to becoming home to approximately 10,000 people, 10,000 employees, 10,500 construction jobs, more than 4,900 homes and 140 acres of public open space. The award-winning master plan, designed according to new urbanist principles, includes:

- More than 4,900 single-family and multifamily homes (at least 25 percent in the Mueller Affordable Homes Program)
- More than 140 acres of parks and perimeter greenways
- A town center with shops, plazas and live/work spaces planned to include 30 percent locally-owned businesses
- 13 miles of new hike and bike paths and lanes
- Dell Children's Medical Center of Central Texas
- The University of Texas Medical Research Campus
- Austin Film Studios
- Connections to public transportation
- Regional retail
- State-of-the-art rental apartments
- A broad variety of new home opportunities--both for rent and for sale
- Class A office space

Mueller History

- 1936 Robert Mueller Municipal Airport opens for commercial service
- 1971 As Mueller becomes increasingly landlocked, citizens and leaders consider options for a new Austin airport; initial proposals center on a regional facility serving both Austin and San Antonio, which never comes to pass
- 1976 A study commissioned by the City identifies Bergstrom Air Force Base as the best site for a new Austin airport
- 1984 Citizens for Airport Relocation (C.A.R.E.) releases a redevelopment plan calling for "low-density development on the edge with high density in the center" of Mueller
- 1993 Voters approve bonds to build the new airport by a 2-1 margin
- 1997 The City contracts with ROMA Design Group to develop a Mueller redevelopment master plan; the City Council appoints a Mueller Redevelopment Advisory Group
- 1999 Robert Mueller Municipal Airport officially closes
- 2000 City Council adopts the RMMA Redevelopment Master Plan and creates the RMMA Plan Implementation Advisory Commission
- 2002 After a nationwide search, the City selects Catellus Development Group as its intended master developer and begins negotiations on the Mueller Master Development Agreement
- 2003 Seton and the City commit to building a new Children's Medical Center at Mueller
- 2004 The Master Development Agreement is adopted by City Council, along with the zoning to implement the Mueller master plan
- Feb 2007 SEDL opens as the first commercial building in Mueller
- Mar 2007 The Mueller Central information center opens
- Apr 2007 The first stores in Mueller's regional retail center open
- Jun 2007 Dell Children's Medical Center of Central Texas opens
- Aug 2007 Construction begins on the first single-family homes
- Feb 2008 The Seton Administration Building opens consolidating their administrative and executive employees
- Summer 2008 Lake Park, Southwest Greenway and Ella Wooten Park open
- Feb 2009 Mosaic at Mueller opens as the first multifamily community in Mueller
- May 2009 Dell Pediatric Research Institute opens as the first building on the UT Campus in Mueller

City of Austin Demographic Profile

1990 and 2000 and 2010 Census Data, also with assorted 2010 Estimates

Data Item	1990	2000	2010	Source for 2010 figures
Population and Housing				
Total Population	465,622	656,562	790,390	Census 2010
Anglo (non-Hispanic White)	287,289	347,554	385,271	
African-American	55,409	64,259	60,760	
Hispanic--Latino	106,162	200,579	277,707	
Asian	15,366	30,915	49,560	
Other	1,397	13,255	17,092	
Percent Anglo (non-Hispanic White)	61.7%	52.9%	48.7%	Census 2010
Percent African-American	11.9%	9.8%	7.7%	
Percent Hispanic--Latino	22.8%	30.5%	35.1%	
Percent Asian	3.3%	4.7%	6.3%	
Percent Other	0.3%	2.0%	2.2%	
Total Housing Units	217,054	276,842	354,241	Census 2010
Occupied Units	192,148	265,649	324,892	
Vacant Units	24,906	11,193	29,349	
Owner Occupied	77,974	119,102	148,801	
Renter Occupied	114,174	146,547	176,091	
Vacancy Rate	11.5%	4.0%	8.3%	Census 2010
Owner Occupancy Rate	40.6%	44.8%	45.8%	US Census Bureau, American Community Survey, 2009
Household Characteristics				
Population in Households	447,541	636,432	768,212	US Census Bureau, American Community Survey, 2009
Group Quarters Population	18,081	20,130	22,178	
Households	192,148	265,649	324,892	
Household Size	2.33	2.40	2.36	
Non-Family Households	87,357	124,060	146,388	US Census Bureau, American Community Survey, 2009
Families	104,791	141,589	170,469	
Married w/ Children Households	39,161	51,669	60,715	
Households with Children	58,004	78,817	93,574	
Single Mother Headed Households	14,784	20,002	23,530	
Percent Family Households	54.5%	53.3%	53.8%	
Percent Married w/Children HH	20.4%	19.5%	19.2%	
Percent Households with Children	30.2%	29.7%	29.5%	
Percent Single Mother Families	7.7%	7.5%	7.4%	
Median Household Income (unadjusted)	\$25,405	\$42,689	\$50,132	US Census Bureau, American Community Survey, 2009
Median Family Income (unadjusted)	\$33,455	\$54,091	\$62,153	Figures are Unadjusted for Inflation
Median Household Income (inflation adj.)	\$43,399	\$54,450	\$50,132	Figures are adjusted to 2009 dollars
Median Family Income (inflation adj.)	\$57,151	\$69,451	\$62,153	
Poverty Rate	17.9%	14.4%	18.4%	US Census Bureau, American Community Survey, 2009
Education--Adults 25+ w/Bachelors or more	34.4%	40.4%	43.9%	US Census Bureau, American Community Survey, 2009
Age Structure				
Under 5	7.6%	7.1%	7.6%	US Census Bureau, American Community Survey, 2009
5 to 17	15.5%	15.4%	14.6%	
18 to 24	17.7%	16.6%	11.4%	
25 to 34	22.7%	21.1%	24.7%	
35 to 44	15.6%	16.0%	14.9%	
45 to 54	7.9%	11.6%	11.9%	
55 to 64	5.6%	5.6%	8.2%	
65 Plus	7.4%	6.7%	6.7%	
Percent of total pop Under 18	23.1%	22.5%	22.2%	Census 2010
Median Age	28.3	29.6	31.2	US Census Bureau, American Community Survey, 2009
Sex Ratio (males per 100 females)	107.5	110.3	109.1	

Decennial data points for 1990 and 2000 are from the 1990 Census and Census 2000, US Census Bureau, Department of Commerce. Source data for 2010 is cited above.

Report produced by: Ryan Robinson, City Demographer, Department of Planning, City of Austin, April 2011

December 16, 2010

Maggie Yanez
Pharr Tennis Center
4201 Brookview Rd.
Austin, Texas 78722

Maggie:

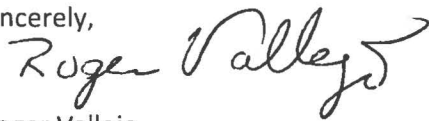
Thanks again for all your support of the Austin Tennis League's New Player Program. With your assistance, we've helped introduced hundreds of players to the Austin Tennis Community in the past five years.

I realize that offering free lessons may compete with Pharr's instructional program, but I target "new" Austinites, recent arrivals who are experienced players and who are looking for playing opportunities and not necessarily instruction, and beginners. My classes are more meet-ups and get-togethers so that folks can identify future hitting partners. In most cases, I find that these players go on to play regularly at Pharr and other public tennis centers use all their services and purchase their merchandise, so the program ultimately improves the economic viability of your tennis center and the others.

If anyone asks you for information on the New Player Program, please share the attached information.

Let's get together in the next week or so to discuss strategies for keeping the New Player Program thriving in 2011.

Sincerely,



Roger Vallejo
Organizer
New Player Program
Austin Tennis League
(www.atltennis.org)

Austin Tennis League (ATL) New Player Program

FAQ

What is the ATL New Player Program? The ATL New Player Program is an initiative to introduce new players to the Austin tennis community.

Who is considered a “new” tennis player? “New” can mean a complete beginner. It can also mean an experienced player who is “new” to Austin. Finally, “new” can be a former returning to tennis after a long layoff, or an adult who only played as a junior (e.g., high school tennis and below).

How do you identify new players? ATL contacts individuals who sign up at the ATL Web site (www.atltennis.org) looking to join a team in the league. In many cases, players sign up during a time when they cannot be added to a team in the league (e.g., after rosters are closed or between seasons). The New Player Program allows them to meet other tennis players who may become potential tennis partners. In addition to ATL, we provide information on other tennis offerings in the area (leagues, ladders, lessons, etc.).

What activities do you conduct? Depending on the size of the group, we can run drills or clinics, play matches or simply hit.

Where do you conduct the New Player Program? We currently run the program at Pharr Tennis Center. The managers of Pharr have kindly made courts available for the New Player Program at Pharr on a regular basis. As players who learned as adults, the managers of Pharr understand the value of creating opportunities for people to meet other tennis players. In fact, the managers at Pharr contacted ATL to offer to work out an arrangement for the use of the court at Pharr for the New Player Program.

What is the cost of the program? The program is conducted with volunteer instructors. The only charge is the \$4 court fee paid by anyone who uses City of Austin tennis centers.

Is the program only for adults, or can children participate, too? The program targets adults (19 and above). There are similar programs for children, and in the future, the program may extend to the younger set, but for now, resources only allow us to focus on adults.

Where can I get more information on the New Player Program? Contact Roger Vallejo at roger_vallejo@hotmail.com.

RUBEN YANEZ
2500 North Shields Dr.
Austin, Texas 78727
512-554-7117
rubyanez@yahoo.com

JOB OBJECTIVE

To continue in a Tennis Industry position requiring Professional Tennis Management and Professional Racquet Services.

SUMMARY OF QUALIFICATIONS

- Over 24 years of experience in Tennis Services
- Proven Professional Racquet Technician. Member United States Racquet Stringers Association
- Demonstrated the ability to work effectively with the public as related to tennis services
- Demonstrated effective tennis teaching skills in developing students including juniors, adults, seniors, and wheelchair players
- Certified member United States Professional Tennis Association

EXPERIENCE

PHARR TENNIS CENTER, Austin, TX

1986-to Date

- Manages purchasing of clothing, racquet, and all stringing supplies
- Monitors and performs court maintenance duties including windscreens, nets, fencing, and general court maintenance
- Extensive customer relations experience
- Assists Pro Manager implementing new programs as related to instruction, leagues, and clinics

EDUCATION

TEXAS STATE UNIVERSITY, San Marcos, TX
Field of Study - Recreation Administration

1987-1990

ADDITIONAL

Honorable Discharge, US ARMY

Maggie Yanez
2500 North Shields Dr. Austin, TX 78727 512-554-4501

EMPLOYMENT OBJECTIVE

To secure a Professional Tennis Management position at a Municipal Tennis Facility.

QUALIFICATIONS

Twenty-four plus years experience in a Tennis Pro Management position a Pharr Tennis Center. All financial obligations met. Demonstrated the ability to professionally manage all aspects including organization, implementation and management of tennis programs, hiring of professional tennis teaching staff, management of all financial activities, providing excellent customer service through staff training and positive interaction with the community through various volunteer projects.

PROFESSIONAL EXPERIENCE

Tennis Pro-Manager, Pharr Tennis Center, Austin, Texas, 1986-Present

Administrator for the Austin Tennis League a city wide recreational tennis league that involves over 1000 players. Organizer for varies league teams. Tournament director for adult and junior tournaments. Volunteer and host headquarters for USTA/NJTL of Austin.

PROFESSIONAL DEVELOPMENT

Attended United States Tennis Association Recreational Tennis Leadership Workshops

Attended Texas Professional Tennis Association Conventions

Attended United States Tennis Association Tennis Teachers Conferences

Attended United States Tennis Registry Minority Tennis Teachers Workshops

EDUCATION

High School Diploma, Lockhart , TX 1970

3701 Walleye Way ♦ Round Rock, TX 78665 ♦ (512) 507-8495 ♦ rstennis1138@gmail.com

Richard Steinberg

Education	Fall 1999- Fall 2003 Biology BA degree	University of Texas Austin	Austin, TX
Professional experience	August 2003 – present Tennis Coach <ul style="list-style-type: none">• Running junior development and adult groups• Teaching private lessons• Supervising summer camps	Pharr Tennis Center	Austin, TX
	August 2008 - present Biology Teacher <ul style="list-style-type: none">• Teaching biology• Teaching TAKS programs• Planning lessons	Manor High School	Manor, TX
	January 2004 – November 2008 Head Tennis Coach <ul style="list-style-type: none">• Coaching the men's and women's teams• Balancing the team budget• Recruiting future team players	Concordia University TX	Austin, TX
Professional memberships	I am a Certified Educator in the State of Texas I am currently a member in good standing of the United States Professional Tennis Registry (USPTR) with a rating of Instructor. I am a member of the National Association of Pharmaceutical Sales Representatives (NAPSR)		
Skills	I am experienced in using Microsoft Office programs (Excel, Word, and Power Point). I have strong leadership and communication skills		

JAYNE CLARK

12906 Riverbend • Austin, Texas 78732 • 512-968-2644 • jaynetennis@gmail.com

Key Skills

- Twenty-three years of coaching and teaching experience with all ages and levels of players, singles, doubles and USTA leagues.
- Extensive experience in leading men's and women's USTA teams to league championship tournaments, several teams advanced to sectionals and held a top five ranking within the state.
- Excellent leadership, communication, administration, and public speaking skills.
- Experience in fundraising, purchasing, budget preparation, and marketing.
- Thorough knowledge of sports injury and prevention.
- Competed for Lamar University, Beaumont, Texas on a full tennis scholarship. Continued to play women's 5.0 USTA leagues and tournaments after college.

Experience

Clark Tennis Services, Austin, Texas

2008 to Present

Owner/Director/Coach, operating at Pharr Tennis Center

- Provides private, semi-private, group and league lessons/training to all ages and experience levels in the areas of proper technique, shot selection, strategy, conditioning, and performance.
- Coaches and develops men's and women's 3.0, 3.5, and 4.0 USTA Leagues.
- Created, developed and coaches a year round junior development program which began in June 2009 and has served over 50 students ages seven to fifteen.
- Organizes and directs in house adult men and women's leagues.
- Travels with youth and adult students to local and surrounding area USTA Tournaments and Sectional Tournaments.
- Establishes rapport and excellent working relationships with parents, employees, superiors and clients to ensure open communication, satisfaction and trust.
- Conducts free events to help promote junior tennis within the Austin community.
- Interviews, hires, and manages assistant teaching pros for year round programs.
- Plans and administers a budget including payroll, equipment, marketing and other fees associated with running high quality junior and adult programs.
- Works closely with management to ensure all programs conducted by Clark Tennis Services are being run with efficiency, professionalism, and in conjunction with the overall business plan of Pharr Tennis Center.
- Performs services in a professional manner and operates under the guidelines of Pharr tennis Center and the City of Austin.

Volunteer Assistant Coach for St. Edward's University's Women's Tennis Team (Spring 2010 – Present)

- Upholds the values, standards, and commitment to excellence set by the St. Edward's University in a positive and professional manner.
- Assists with developing and implementing daily lesson plans and workouts.
- Participates in on court coaching during match play.
- Works with players individually to help improve shot selection, strategy, and overall technique.
- Travels with the team to away matches and conference tournament.
- Assists with recruiting, budgeting, and day to day team operations.
- Thorough knowledge of NCAA Division I, II and III rules.

***Selected by the USTA as a National Team Coach for boys and girls 16's zonals in Waco, Texas
Summer of 2010***

R.S. Tennis, Austin, Texas

2006-2008

Assistant Teaching Pro at Pharr Tennis Center

- Responsible for teaching/coaching adults, juniors, and summer camps, focusing on proper technique, choosing proper shot selection, strategy, conditioning, and performance.
- Provided group lessons, private lessons, and semi-private lessons
- Responsible for creating and implementing daily lessons plans, directed and managed other assistant teaching pros.
- Coordinated, directed, and traveled with USTA Junior Team Tennis leagues. Evaluated ability and skill level to determine proper line-ups.
- Built solid rapport with parents and encouraged their participation in the USTA Junior Team Tennis leagues.

Self Employed, San Antonio, Texas

2003-2005

Licensed Massage Therapist

- Specialized in deep tissue sports related injuries and the prevention of sports injury.
- Primary focus - recreational and professional athletes.

Jewish Community Center, San Antonio, Texas

2000-2005

Assistant Teaching Pro

- Taught and coached junior programs, spring and summer camps. Levels ranged from beginner to super championship. Coaching included implementing proper technique, shot selection, strategy, conditioning, and performance.
- Taught and coached Women's 3.5 and 4.0 USTA league teams.
- Taught group lessons to all levels of men and women.

Additional Tennis Experience

Assistant Teaching Pro

Green Tree Tennis Club, San Antonio, Texas

1997–1999

Additional duties included pro shop responsibilities, stringing racquets, traveling with juniors to out of town USTA ZAT and Championship tournaments, assisting director of tennis with annual Turkey Trot tournament, and working closely with director of tennis to ensure member satisfaction.

Dominion Country Club, San Antonio, Texas

1996

Career highlight – teaching alongside Rod Laver in a Men's and Women's weekend clinic.

The Briar Club, Houston, Texas

1994–1995

Additional duties included organizing and directing in house men's leagues, court reservations, traveling with women's USTA league teams, administrative duties, attendance of Club events, and providing exceptional customer service to members.

Wimbledon Racquet Club, Houston, Texas

1991 – 1993

Additional duties included pro shop responsibilities; stringing racquets; advising director of tennis on purchasing of clothing and other tennis apparel; and assisting director of tennis with annual Member/Guest tournament.

Summer Camp Instructor for:

Lamar University, Beaumont, Texas

1991

City of Beaumont Parks and Recreation, Beaumont, Texas

1989

Orange High School, Orange, Texas

1989

Created Summer Program for juniors

New Port Harbor High School, New Port Harbor, California

1987

Education and Associations

- ***United States Professional Tennis Registry*** - certified at the Professional Level 1 since 2007
- ***United States Tennis Association*** - member
- ***Mind Body Institute***, San Antonio, Texas - Licensed Massage Therapist 2003
- ***Lamar University***, Beaumont, Texas 1990-1991
- Working knowledge of MS office, including MS Word and Excel.

Philanthropy

- Annual Austin Pets Alive benefit tennis tournament. Sponsored and directed by Clark Tennis Services since 2008, this one day tournament has raised over \$4,500.
- Ten Percent Program. This program is gives ten percent of its junior program profits back to the Austin schools that participate in any junior program offered by Clark Tennis Services.
- Supports local church in many outreach programs such as Habitat for Humanity, fund raising events, annual events, and buildings and grounds.
- Notes of Hope. Founded Notes of Hope to support grieving families who had lost a loved one in the war. Interviewed on a local radio show and for an article in the Austin American Statesman, as well as had several public speaking engagements to promote and raise funds for the program. 2007-2008

- Member and supporter of Bluebonnet Equine Rescue, Austin, Texas 2005 – 2007
- Child Mentor at Boysville, San Antonio Texas 2000–2001
- Court appointed Special Advocate Volunteer, San Antonio, Texas 1998
-

References

References and Letters of recommendation provided upon request.

Christopher Klepper, USPTA, USPTR

3713 B Manchaca

Austin, TX 787404

512-300-5272

christopherklepper@gmail.com

QUALIFICATIONS

Pharr Tennis Center, Tennis Professional: June 2010 to present

Cornell University, Assistant Women's Tennis Coach: 2006-2008

Illinois State University, Assistant Women's Tennis Coach: 1999-2001

Balcones Country Club, Head Tennis Pro: 2002-2006 (Austin, Texas)

- Junior summer camp counselor/coordinator – Director of junior team tennis.

Kings Crossing Country Club, Assistant Tennis Pro: 2001 (Corpus Christi, Texas)

- Coordinator of junior tennis classes
- Coached Women's USTA league teams

Rosedale School, Teacher Assistant: 2008-2009 (Austin, Texas)

- Goodwill Go Project

Certified member United States Professional Tennis Association

Certified member United States Professional Tennis Registry

EDUCATION

B.S., Criminal Justice, Illinois State University: 1999

A.A., General Studies, Tyler Jr. College: 1996



Comptroller
of Public
Accounts
FORM 01-300
(Rev. 12-98/13)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: DO NOT accept a copy of this permit in place of a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

MAGGIE YANEZ

PHARR TENNIS CENTER
4201 BROOKVIEW RD
AUSTIN

TX 78722

SIC CODE: 5941

DESCRIPTION ON NEXT LINE:

Sporting Goods Stores and Bicycle Shops

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: AUSTIN

EFF: 01/01/1987

TRANSIT: AUSTIN MTA

EFF: 01/01/1987

You must obtain a new permit if there is a change of ownership, location, or business location name.

Type of permit	SALES AND USE TAX
Taxpayer number	2 [REDACTED]
Outlet number	00001
First business date	01/01/1987

Carole Keeton Rylander

CAROLE KEETON RYLANDER
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office number is 512/463-4600. If you are calling from a Telecommunications Device for the Deaf (TDD), the

number is 1-800-252-5555, toll free, nationwide. The Austin number is 1-800-248-4099, or in Austin, 512/463-4621.



certifies that according to the guidelines and standards established

Maggie Yanez

has completed all tests and examinations and qualifies for PTR certification of

Instructor

and is a member in good standing from

2003


Dennis Van der Meer
Founder & President


Dan Santorum
CEO/Executive Director

The United States Professional Tennis Association, Inc.



THIS IS TO CERTIFY THAT RUBEN YANEZ HAS
PASSED ALL THE NECESSARY REQUIREMENTS TO BECOME A MEMBER OF THE USPTA WITH
THE CLASSIFICATION OF PROFESSIONAL 2 ON THIS 15TH DAY OF DEC. 89,
AND IS ENTITLED TO ALL PRIVILEGES OF SUCH MEMBERSHIP.

Membership No. 9438

Finke
CEO

United States

Professional Tennis Association

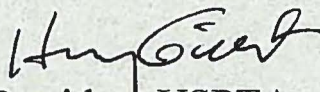
hereby awards this certificate

to

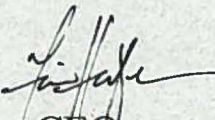
Ruben Yanez

for

**20
Years of Service
2008**


President USPTA




CEO

CERTIFICATE *of* COMPLETION

This is to certify that:

Ruben Yanez

has attended

Course Title - Standard First Aid with CPR - Adult
and has successfully completed the following elements

CPR-Adult : valid 2 Years

Standard First Aid : valid 2 Years

Conducted by USPS

Instructor: Adrian Dominguez

on

05/02/2011

The American Red Cross is an authorized provider of IACET this course may be eligible for CEUs.

Contact your local chapter for details.



June 22, 2011

To: Ruben and Maggie Yanez
Managers, Pharr Tennis Center
Austin, TX

From: Al Morgan, Leader, Senior's Doubles Tennis Group

Subject: Letter of appreciation and recommendation

Dear Ruben and Maggie,

For anyone who wants to know about the way you run Pharr Tennis Center, please feel free to use this letter of recommendation as you wish.

I manage a senior doubles tennis group, men and women, who play year-round, three weekday mornings a week at Pharr. The group has enjoyed playing there continuously for more than 15 years. The oldest players are in their 80's. The youngest are in their 50's. There are sixty players in our group. They come from all over the Austin area. I have played tennis for 60 years. My family and I have played for thirty years at Patterson Park and Pharr Tennis Center.

Ruben and Maggie are highly qualified, experienced and suited to manage Pharr Tennis Center. They are wonderful people and pleasant to work with. Ruben is a veteran with a Purple Heart. The five courts we use on Monday and Wednesday and four on Friday are almost always available, even at 8 in the morning during the hot summer months (important to the older players). The courts are well kept as are the locker rooms and club house. Ruben and Maggie keep a good stock of tennis equipment and provide an excellent racquet stringing service.

Best wishes at Pharr Tennis Center in the future. I can think of no one who is more qualified or better suited to manage Pharr Tennis Center than Reuben and Maggie Yanez.

Al Morgan
Austin, TX



make it your game

June 24, 2011

City of Austin PARD
3724 Manor Road
Austin, TX 78723

To whom it may concern:

I would like to recommend Rueben and Maggie Yanez as managers for Pharr Tennis Center. Our organization represents the women in Austin who want to participate in the Women's Team Tennis of Austin league and do not belong to a country club, so having the city courts available is extremely important to hundreds of women. The Yanez' have always supported the WTTA league and have allowed many of our teams to use Pharr as their home courts. To me, that is the epitome of the purpose of public tennis courts.

If you have any questions about my experiences with Pharr Tennis Center and the Yanez management, please do not hesitate to contact me at 512.461.9801. I previously was President of the Board of Directors and Executive Director for the Capital Area Tennis Association, so my knowledge and experience with them goes back many years.

Kind regards,

Teresa Roberson
Immediate Past President

June 22, 2011

To: Whom it may concern

From: Ken McAllister
Executive Director
USTA Texas

Re: Recommendation for Ruben and Maggie Yanez

For many years, Pharr Tennis Center has been my number one place to play tennis. Ruben and Maggie Yanez are much of the reason. They are dependable and supportive of all the players who come to Pharr. It does not matter whether you are an old-timer like me or a brand new player nervous about stepping on the court. They always made you comfortable.

As Executive Director of the USTA Texas section, I have always appreciated that they have made programs like the league tennis welcome at Pharr. Whether organized or recreational, Pharr has been a great place to come.

With my background of over 50 years of playing at virtually every level, I know a good thing when I see it. I see it in the way that the Yanez' have managed Pharr for many years.

Please consider this as a high recommendation for the Yanez' to continue as the managers of Pharr Tennis Center.

Ruben and Maggie,

As a past president of the Austin Tennis Club I wanted to send you a thank you for the many times you have been able to help us out for getting courts when we needed them, whether it was for our Sunday night tennis, club championships or our annual HOT charity tournament that takes place every March. With over 60 members, it can be a problem sometimes finding courts that can accommodate us and you have always been up to the task when we needed it. Without your help this past year for the March tournament, we would have not been able to have had the success that we had since the draw had about 150 entries in 10 different events.

Again, I wanted to send you thanks for this and hope to continue working with the two of you at Pharr Tennis Center in the years to come.

Mike Flynn

Customer Feedback

"Sure, lessons are important, but the overwhelming majority of the users of public courts want court space for practice and leagues. Pharr gets the mix between lessons and public play right! Thanks, Maggie and Ruben."

Roger Vallejo

"I have been coming to Pharr Tennis Center for at least 25 years. It is my neighborhood tennis center due in large part to Ruben and Maggie who make it feel that way. I always have Ruben string my rackets, best stringer in town."

Jeff Horvath

"I have been using Pharr Tennis Center for racket stringing for years. The center has a consistent quality in stringing that I've found nowhere else in Austin. I recommend the stringing service at Pharr Tennis Center to all my friends."

Augie Pabon

"Maggie and Ruben just get it right. Ruben's the best, most consistent stringer in town. Maggie has been a huge supporter of my league teams, regularly allowing us to use Pharr as our home courts."

Jeff Bennett

"I have captained a team out of Pharr for several years; and the knowledge of tennis that Maggie and Ruben have; has been very helpful over the years. They know the tennis environment in Austin very well. I don't live close by, but it's the only place I will have my racket strung; it's always done correctly."

Linda Warner

"I have played on several teams and captained a couple out of Pharr. I choose Pharr because of the consistency of the maintenance of the courts and quality of the management. I can't imagine anyone being better than Maggie and Ruben at this facility."

Carter Tannehill

Vice President of Lago Vista Tennis Association
Secretary of Capital Area Tennis Association

"I have been playing at Pharr Tennis Center for 10+ years. I have always found the employees there extremely courteous, reliable, and helpful. The courts are well maintained by the staff. I use the stringing service regularly as it has proven to be the best quality and value in all of Austin. Maggie & Ruben Yanez have been wonderful contributors to the Austin tennis community."

Joanie Gibbs
Austin, TX

"Maggie and Ruben make Pharr the success it is...with seniors both men and women...playing there on weekdays. The courts are always full. I have played on many teams from there and there is never a mix-up....we always have what we are supposed to have... Ruben arrives at 5:00 AM on weekends when the park is expected to be full and rowdy. They are friendly and very professional. He is known as the best stringer in Austin. He has been known to squeegee the courts for our ladies group on Mondays. I am a member of a country club in Austin yet enjoy my time at Pharr as much."

Alicia Ragan

"Ruben and Maggie Yanez have struck an excellent balance between public recreational facility, teaching establishment, and league organization. As such they have earned the respect and love of the entire tennis community. "

Dr. Alan C. Williams

"Please don't allow Pharr Tennis Center to become like Williamson County Tennis Facility where often times no one answers the phone, the pro shop is frequently closed during prime hours, USTA teams hate playing there, and the racket stringing services are inconsistent and often bad. Though this facility is close by, I drive thirty minutes to Pharr Tennis Center instead. Maggie and Ruben run Pharr Tennis Center correctly and efficiently. Ruben is the best racket stringer in town and I will seek out his services wherever he goes."

Susan Bennett

"Not only do Ruben and Maggie do a great job running the club, Maggie participates in various USTA teams and is a model representative of tennis ability and sportsmanship."

Kathy Hidell

"I have kept returning to Pharr for over 20 years because Maggie and Ruben are so pleasant and accommodating to teams and individuals. They treat us personally, whether providing courts or stringing racquets."

Binnie Kitto

"My young son started group tennis lessons here last month. He is loving it. And at the affordable price of \$10 per session, so are his parents. Chris Klepper, their upbeat instructor, is fantastic with the children. He makes the hitting exercises fun and engaging. The children, in turn, respond well to him. There is always at least one child smiling or laughing during the hour lesson (mine, for sure!). Afterwards, Chris has useful feedback for the parents."

Felicia L.

"If you want to play tennis, have fun and improve your game, this is the place to come. The staff and the players that play here are genuine and friendly. I played here in 2002 while I visited from out of state. Now I live in Austin and this place has the same vibe. So if you want a great no pressure atmosphere where people want to have fun and improve on their game, hang out at Pharr Tennis Center."

Esteban M.

"Maggie and Ruben do an excellent job managing their court reservation system. They are very positive representatives of the City of Austin in their dealings with the public. "

Suzy Stege

"I like the fact that when I go to Pharr Tennis Center I will have seasoned staff helping me. All of the other tennis centers seem to have people who float in and out and deliver a customer service that is inconsistent and detached. The Yanez's represent their facility well and know their clientele. Furthermore they don't try to sell me tennis stuff I don't need."

John Graff

"Played at Pharr for 25 yrs plus - Maggie and Ruben are friendly, helpful, professional and run a clean facility. No problems in all those years - that speaks volumes!!"

Brenda Hoffman

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER:

CB30001

OFFEROR'S NAME:

YANEZ TENNIS CONSULTANTS

DATE:

JUNE 27, 2011

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

CLARKE DIST. CO
DON CLARKE
9233 BRYANT
HOUSTON TX 77075
(1-800-777-3444 Fax Number (713) 944-0275

2. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

FROMUTH
CUSTOMER SERVICE REP.
1100 ROCKY DRIVE
WEST LAWN, PA 19609
(1-800-523-8414 Fax Number ()

3. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

ROCKY MOUNTAIN SPORTS
MATT - TX. REP.
650 SOUTH TAYLOR AVE #A
LOUISVILLE, CO 80027 USA
(1-800-525-2852 Fax Number (303) 444-7526
WWW.RMSBOULDER.COM

4. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

DUNLOP SPORTS GROUP
SHARRI NORRIS - REP
25 DRAPER ST.
GREENVILLE, SC 29611
(1-800-235-5516 Fax Number (800) 766-8379

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

Email Address

PRINCE SPORTS GROUP
CUSTOMER SERVICE REP
P.O. BOX 2031
PRINCETON N.J. 08543
(1-800-283-6647 Fax Number ()

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. CB30003**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of JUNE, 2011

CONTRACTOR	<u>YANEZ TENNIS CONSULTANTS</u>
Authorized Signature	<u>Ruth Yanez</u>
Title	<u>PRO MANAGER</u>

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CB30003

FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200; paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: Yanez Tennis Consultants

Printed Name: Maggie Yanez

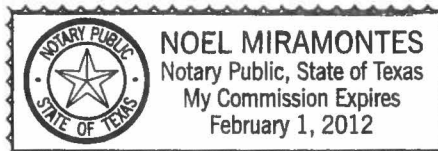
Title: owner/Manager

Signature of Officer or Authorized Representative:
Maggie Yanez

Subscribed and sworn to before me this 23rd day of June, 2011.



Notary Public



My Commission Expires Feb. 1 2012

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. CB30003

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: YANEZ TENNES CONSULTANTS

Signature of Officer
or Authorized
Representative:

Ruben Yanez

Date: JUNE 27, 2011

Printed Name:

RUBEN YANEZ

Title

PRO MANAGER

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CB30003

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Ricky Steinberg	Tennis Professional
Jayne Clark	Tennis Professional
Christopher Klepper	Tennis Professional
Hal Atkins	Customer Service Clerk
Michael Yanez	Customer Service Clerk
Joseph Springli	Customer Service Clerk

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: Yanez Tennis Consultants

Signature of Officer
or Authorized
Representative:

Maggie Yanez

Date: June 27, 2011

Printed Name:

Maggie Yanez

Title

Pro Manager

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. CB30003

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: RESIDENT Bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative:

Rubén Yanez

Date: JUNE 27, 2011

Printed Name:

Ruben Yanez

Title

Pro Manager

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

(Please duplicate as needed)

SOLICITATION NUMBER: CB30001

PROJECT NAME: MANAGEMENT AND OPERATION OF TENNIS CENTERS

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	YANEZ Tennis Consultants		
Address	4201 BROOKVIEW RD		
City, State Zip	AUSTIN TX 78722		
Phone	512-477-7773	Fax Number	
Name of Contact Person	MAGGIE OR RUBEN YANEZ		
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

RUBEN YANEZ Pro Manager
Name and Title of Authorized Representative (Print or Type)

Ruben Yanez
Signature

JUNE 27, 2011
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CB30003

PROJECT NAME: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☒ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

YANEZ TENNIS CONSULTANTS
Company Name

RUBEN YANEZ, PRO MANAGER
Name and Title of Authorized Representative (Print or Type)

Ruben Yanez
Signature

JUNE 27, 2011
Date

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENT (RFQS)
Offer Sheet

SOLICITATION NO: CB30003 COMMODITY/SERVICE DESCRIPTION: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER- PARKS AND RECREATION DEPARTMENT
DATE ISSUED: JUNE 6, 2011

REQUISITION NO: PRE-RESPONSE CONFERENCE TIME AND DATE: NA

COMMODITY CODE: 96115 LOCATION: NA

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT: QUALIFICATION STATEMENT DUE PRIOR TO: JUNE 28, 2011 AT 9:30 AM CST.

CRUZ BANDA COMPLIANCE PLAN DUE PRIOR TO: NA
RESPONSE CLOSING TIME AND DATE: JUNE 28, 2011 AT 9:30 AM
Buyer II LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
Phone: (512) 974-2133 RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <http://www.cityofaustin.org/purchase> and follow the directions

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Signature of Person Authorized to Sign Offer Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____ Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY
Company "Remit To" Name: _____
Remit to Address: _____
City, State, Zip Code _____
Email Address _____

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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
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All other Sections may be viewed at <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet
- Section 0600 Qualification Statement
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable (if required)
- Response Guaranty

** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

NOTES:

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P O Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by June 15, 2011 via email at cruz.banda@ci.austin.tx.us or fax to 512-974-2388.

2. INSURANCE. Insurance is required for this solicitation.

A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Cruz Banda, Buyer II
P. O. Box 1088
Austin, Texas 78767

B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

- (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of three (3) years and may be extended thereafter for up to two (2) additional three (3) year periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (see the Living Wages and Benefits Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
 - i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (see the Living Wages and Benefits Employee Certification included in the Solicitation) for all employees directly assigned to the contract containing:
 - i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation).

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors may be required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the Contractor may be required to provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work. The ID shall be approved and accepted by the City's Contractor Manager.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. City will not provide ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

8. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lonnie Lyman, Event Coordinator Senior, Parks and Recreation Department

919 West 28 ½ St. , PARD ANNEX

Austin, Texas 78767

512-974-9352

Lonnie.lyman@ci.austin.tx.us

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK

REQUEST FOR QUALIFICATIONS (RFQS)
FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks qualifications from proposers, for an annual service contract in response to this Request for Qualifications (RFQ) from an individual qualified and experienced in tennis facility management. This Contractor will manage the collections of court fees, and court reservations, provision of lessons and tennis programs for the Pharr Tennis Center location.

2. BACKGROUND

The City has historically contracted for professional tennis center management. This location at Caswell Tennis Center currently has eight (8) lighted courts and one lighted backboard. The tennis facility has approximately four hundred (400) square feet of retail floor and wall space which will be operated by the Contractor however is not considered directly part of this contract.

3. SCOPE OF WORK

A. Title of Program

Tennis Pro Manager at Pharr Tennis Center, 4201 Brookview Road, Austin, Texas 78722

B. Objective

The City's objective is to enter into a contract with a qualified and experienced individual to provide professional services for tennis facility management as described in this proposal. The Contractor shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. The term for this contract will be one (3) three year contract period with two (2) three (3) year extension options.

The City reserves the right to limit an individual to hold only one tennis contract for a full time tennis center.

C. Implementation

1. City of Austin invites responses from all qualified proposers with a minimum of five (5) years' experience in tennis center owning/managing services or equivalent sports facility managerial/programming experience.
2. The Contractor shall operate and manage the center in a manner consistent with the use of the facilities as a tennis center and City of Austin Tennis Operating Policies (See Attachment A). The Tennis Operating Policies may be amended as required at any time through the duration of this contract, at the sole discretion of the Parks and Recreation Departments Director. Contractor shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices in the Center without the prior written approval of the Contract Manager.

The Contractor shall:

- A. Open the Tennis Center for business promptly each day, except Christmas Day. The Contract Manager shall approve any other closed days or holiday hours.
- B. Maintain hours of operation, as approved or directed by the City.

CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK

- C. Hire and staff the Tennis Center. The training, supervision and expense of this staff shall be the responsibility of the Contractor.
 - D. Conduct customer service and sensitivity training for staff.
 - E. Provide complete janitorial services and supplies for the tennis facility. Also the fenced-in area of the facility must be kept free and clear rubbish, filth, and refuse. The Contractor will have access to a dumpster to be provided by the City.
 - F. To assure that the tennis courts and facilities are in good repair; Contractor shall promptly notify the Contract Manager of the need to repair or replace City equipment or facility maintenance.
 - G. Enforce applicable municipal tennis centers policies and regulations established by the City governing activities or the use of the tennis facility. Maintain detailed procedures for customer complaint resolutions.
 - H. Contractor shall maintain certifications for CPR, First Aid and AED training. AED training for all staff is required. Proof of certifications will need to be provided to the Contract Manager upon request.
 - I. Promote the game of tennis by conducting a minimum of two (2) teacher in-services or Recreational "Quick Start" Tennis Workshops for teachers in middle schools within the Austin area. Written proof from the school principal will need to be provided to the Contract Manager upon request.
3. The Contractor shall provide all equipment necessary for the operation of the tennis facility. Contractor will provide a cash register or equivalent with the capabilities of providing the City with accurate accounting information on reservations and lesson court fees.
 4. The Contractor will be allowed the use of half of the tennis courts for programming of lessons and clinics at a lesson court fee rate approved by the Contract Manager to be paid to the City. The exception to this would be during the school year. The City of Austin has entered into an inter-local agreement with Austin Independent School District (A.I.S.D.) for special events during the school year. The dates for A.I.S.D. will be available after October 1st of each year. There is no charge for these A.I.S.D. courts.
 5. The Contractor shall have the exclusive right to operate and manage the tennis center, in conformance to the terms of this contract. The Contractor shall have the right to sell for reasonable prices:
 - A. Pre-packaged food and beverages, such as candy, chips, soft drinks
 - B. Tennis merchandise
 - C. Customary tennis center services (e.g., restringing, ball machine rental)
 6. The Contractor shall have the exclusive right to conduct tennis related activities/lessons at this facility. Fees must be posted. In an effort to keep tennis affordable, any increase in fees for these services are subject to approval of Contract Manager. These services include but not limited to:
 - A. Private or group lessons (court fees paid to the City will apply)
 - B. Leagues (court fees paid to the City will apply)
 - C. Tournament scheduling or planning services (court fees paid to the City will apply)
 7. The exclusive right to sell food/beverages is granted to the Contractor. The City reserves the right to allow players and their organizations to supply their own food/beverages for their own consumption.

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8. The Contractor shall:
 - A. Not permit any defacing of the building or buildings where physical facilities are located.
 - B. Not permit undue loitering.
 - C. Not permit objectionable language.
9. The Contractor shall provide and keep in full force and effect insurance outlined Section 0300, the Standard Purchase Terms and Conditions, Paragraph 32 INSURANCE. The Contractor will need to provide a Certificate of Insurance prior to beginning work in accordance with the insurance requirements identified in Section 0400, the Supplemental Purchase Provisions.
10. The Contractor shall make written report to the Contract Manager of any needed repairs or suggested alteration or improvements. The Contractor shall not make any structural alterations, repairs, or improvements to the premises, without prior written permission from the Contract Manager. Any such alterations made without permission shall be done at the expense of the Contractor and shall become the property of the City at the termination of this contract. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense. Contractor shall allow no liens to be filed against City property.
11. The following conditions shall remain in effect during the term of this contract.
 - A. Contractor shall conduct business in a manner that will reflect credit upon him and the City.
 - B. The Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the tennis facility. All permits shall be mounted in a conspicuous location.
 - C. Custodial Duty Schedule - Daily Requirements:
 - The entire area shall be kept neat and clean
 - Clean all counter tops and tables
 - Vacuum/mop all floors designated for business
 - Empty and clean trash receptacles and install new liners
 - Remove all waste from site to container
 - Bathrooms must be cleaned and sanitized
 - Grounds must be free of litter and rubbish
 - Storeroom clean and kept neat
12. All duties shall be performed as scheduled and repeated at more frequent intervals should weather, use and litter make such repetition necessary to present a clean appearance.
13. The Contractor will be responsible for long distance phone charges and any additional phone or computer services.
14. The Contractor shall administer the National Junior Tennis League Program (N.J.T.L.) summer program. This will include but is not limited to the following:
 - A. Contractor shall conduct the NJTL program for not less than seven (7) weeks in the summer months from June - August.
 - B. The program will be conducted in at least six (6) sites throughout the City. (Sites shall be determined by the Contractor and Contract Manager).
 - C. The low cost of the program shall not exceed thirty dollars (\$30) per participant.
 - D. Scholarships must be made available to all participants requesting this information. Scholarships based on financial need of family will be reviewed and approved by Contractor and Contract Manager.
 - E. The Contractor shall hire sufficient staff to have a minimum of one (1) instructor and one (1) monitor/volunteer per site.
 - F. The Contractor will keep data base of participants that will be turned in to Contract Manager by September 15th of each year.

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- G. An additional management fee of six thousand (\$7,500) will be added to the current contract and paid to the contractor each May 1st to help cover labor cost of the program. The Contractor shall keep all funds collected from participants or sponsors of the program.
 - H. Contractor may sub-contract this program with the approval of the Contract Manager.
 15. The City will be responsible for paying all utilities (Water/waste water, electricity, and gas), pest control and provide a security service for the building only. It is the Pro Manager's responsibility to monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost involved for false alarms. Should a theft occur of any nature, the City will not be held responsible for any contents or merchandise.
 16. The City will provide a safe environment for tennis players by keeping the tennis facility, courts and fences in good repair. The City will also provide nets, windscreens, benches and repairs to the lights and building.
 17. City will provide two (2) telephone lines. Any additional telephone or computer lines may be added at the Contractor's expense.
 18. The City will not be responsible for any debts incurred by the Contractor.
- D. Acceptance of Work
1. During the term of this agreement, the Contractor shall establish and maintain during the term of this agreement separate records and accounts, including a separate bank account, relating to the operation of the Tennis Center. Records and accounts shall be subject to the examination and audit by the City, at any time.
 2. The Contractor shall provide to the Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to tennis facility income. This form shall be submitted to Contract Manager annually within seven (7) calendar days of filing with the IRS.
 3. The Contractor shall submit to Contract Manager a copy of their quarterly sales tax report within fifteen (15) calendar days of filing the report.
 4. The City agrees to pay a monthly management fee of three thousand dollars (\$3,000). The monthly management fee will be paid by the 20th of each month beginning the first month of contract. This management fee will be paid for the initial term of the contract. Upon satisfactory completion of the first term, the City may increase management fee based on performance and fees collected for the City before exercising any further options.
 5. All funds collected from City Council approved fees and lessons will be deposited into a separate bank account from the City's. The Contractor shall be liable to the City for all funds collected until such funds are deposited into the City's bank account. The Contractor will make weekly deposits into the City's bank account using a company/personal check. The City will provide deposit slips for the Contractor to deposit all City funds. Copies of deposit slips and court rentals along with City required cash reports will be submitted to the City on weekly bases throughout the term of this agreement. Contractor shall have a cash handling policy for City review and approval. If Contractor does not have a cash handling policy, Contractor shall utilize the City's Cash Handling Policy.
 6. Historically, Pharr Tennis Center has maintained court fee revenues in excess of forty thousand dollars (\$40,000) per year. Failing to meet this minimum standard may result in default of contract. Court fee revenues collected may be used for determining an extension of any further options or an increase of management fee.
 7. The City reserves the right to conduct random inspections of the facility to insure all provisions of the contract are being met and will submit a report to the Contractor.

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8. Any infractions must be corrected or may be subjected to default of contract; such as not opening during the hours set in the policies, customer service complaints, cleanliness, and meeting fire codes.
9. The City reserves the right to ask contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.
10. All Proposers will be subject to and pass a "Criminal Background Investigation Report" for a period of the last seven (7) years conducted by PARD Human Resources Department before contract will be awarded.



Operating Policies For Municipal Tennis Centers (Reviewed 6-28-10)

Statement of Purpose

The purpose of the municipal tennis centers is to offer year round tennis play and supervised tennis activities to the community through comprehensive year round programs for all ages. It is our intention to provide the best customer service possible and make the tennis experience at our facilities FUN.

Operation of the Municipal Tennis Centers

Each tennis center will be operated by an independent contractor, Pro Manager, under the contract provisions as stated by the Parks and Recreation Department of the City of Austin. All City ordinances and Parks and Recreation Department policies will pertain to spectators, participants and staff of the tennis centers in the centers or on the premises (outside area).

The Pro Manager will provide sufficient supervision and staff for the operation of the center and the Pro Manager will be subject to the policies as set forth in the contracts with the Parks and Recreation Department.

The Pro Managers are asked to maximize court usage during prime-time hours to fill unplayable gaps. This allows more participants to be able to use the facilities. The Pro Manager will also be responsible for establishing and displaying their program and lesson refund policies. Any refunds in regards to court fees need to be addressed with the Contract Manager of the Parks and Recreation Department.

Court Reservation Sheets

Courts reservation sheets must be kept for a period of one year. These must be provided upon request from Contract Manager.

Hours of Operation

Caswell, Pharr, South Austin Tennis Centers and Austin Tennis Center

March 15 th – October 15 th	8:30 A.M. – 10:00 P.M. (7 Days a Week)
October 16 th – March 14 th	9:00 A.M. – 9:00 P.M. (7 Days a Week)

Austin High Tennis Center

March 15 th – October 15 th	6:00 P.M. – 10:00 P.M. Monday – Thursday (Closed Fridays)
	8:00 A.M. – 6:00 P.M. Saturday & Sunday
October 16 th – March 14 th	6:00 P.M. – 9:00 P.M. Monday – Thursday (Closed Fridays)
	9:00 A.M. – 6:00 P.M. Saturday & Sunday

Exact hours of operation will be posted at each tennis center. Pro Manager may close earlier if there are no more reservations to reduce electricity cost.

***Holidays may have adjusted schedules. Any change in hours will be posted at the centers 2 weeks in advance and will need to be approved by the Contract Manager with PARD.

The City of Austin has a 10:00 p.m. curfew on all park facilities.

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Bad Weather Closing

The tennis centers may close during or in the event of inclement weather. The Pro-Manager should have a recorded message explaining the reason for closure to callers. Pro Managers will also need to call or email the PARD Golf and Tennis Office with this information.

Court Fees

Non-Prime Time - Fees are for 1 ½ hour for singles and 2 hours for doubles

Adults - \$2.75 per person
Juniors - \$1.50 per person (18 & under)
Seniors - \$2.50 per person (62 & over)

Prime Time / Holidays - Fees are for 1 ½ hour for singles and 2 hours for doubles

\$4.00 per person - No distinction of age.

(Prime Time & Holidays are defined below)

An Alternate fee may be used during Prime Time when normal time frames cannot be reserved, such as 1 hour from 9 to 10 p.m. or a half hour gap between reservations.
1 hour \$3.00 per person

Lesson Court Fees

Juniors - \$2.00 (Anytime)
Adults - \$3.00 (Non-Primetime)
Adults - \$4.00 (Primetime)

Shower Facilities

Although the bathrooms may be used by the general public the shower facilities are reserved for the patrons that pay a court fee for court usage.

Non-Prime Time Card

Cards are valid for calendar year January 1st - December 31st and only good during "Non-prime time."
Payment is due in full at time of purchase.

\$200 Senior Card
\$300 Adult Card
\$50 Junior Summer Card (Valid June 1st - August 31)

Non-Prime Time Card purchases will be pro-rated according to the following schedule.

Cards purchased prior to May 1st will pay the full fee.
Cards purchased between May 1st and August 31st will pay 75% of the full fee.
Cards purchased after September 1st will pay 50% of the full fee.

Tournament and League Fees - The City of Austin has a 10:00 p.m. curfew on all park facilities

<u>Open tournament</u>	<u>Closed tournaments</u>
\$2.50 per court per hour	\$4.00 per court per hour (\$48.00 minimum)

Open Leagues (CATA, USTA, WTTA, AWT)

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\$4.00 per court per hour

Closed Leagues

They will pay the regular court fee rate for that time of day. Example: Prime Time rate of \$4 per person or \$2.50 per person for Non-Prime Time

Payment of Court Fees

- Payment of court fees will be made prior to using the court
- All participants must sign-in with pro shop
- Court fees are payment for the use of a court for the standard reservation period.
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard use is free.

Rain Checks

Rain checks can be issued for court fees where players have not been able to play 50% of reserved court time due to inclement weather and is only good at the center where issued.

Reservations for Regular Play

- Reservations are for tennis play only
- Reservations can be made by phone or in person no more than 2 days in advance of the day at Caswell, Pharr, South Austin Tennis Center and Austin Tennis Centers. Reservations may be made 3 days in advance at Austin High Tennis Center.
- Only one prime time reservation may be made per phone call, unless making reservations on multiple days. (Example: On Monday a player calls and reserves a court on Wednesday, using the 2 day in advance rule. If there are courts available they may reserve a court on Monday or Tuesday.)
- Maximum reserved time is 1 ½ hour for singles or 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time.
- Pro Managers are asked to maximize court usage during prime-time hours to fill unplayable gaps. This allows more participants to be able to use the facilities.
- Players must pay another court fee if they are playing again on a reservation (Example: Player plays a singles match and then is involved in a doubles or singles match later that day or evening. Player will need to pay two court fees.)
- Reservations will be accepted on the hour or the half-hour only.
- Reservations may be forfeited if not claimed within 15 minutes of reserved time.
- Reservations will be taken only during regular hours of operation and will be alternated between phone calls and on site reservation walk-ups.
- When only one person uses a court, it will be for one hour only and the charge will be \$3.00 for Non-Prime time and \$5.00 for Prime Time.
- Failure to cancel a court reservation may result in the loss of the privilege of advance reservations.
- Reservation for annual cardholders must end by prime time or they will pay prime time rates.
- If ANY part of the reservation extends past 6:00 p.m. Monday - Thursday or starts before 6 p.m. on Saturday and Sunday, Prime time rates will apply.
- Continued abuse of reservation policies will result in advance payment for advance reservations. Pro Manager must provide the citizen and the Parks and Recreation Department Golf and Tennis Office a written warning on "Reservation Abuse." Any further infractions will result in advance payment for reservations. The Golf and Tennis Office will notify citizen.

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Tournament Policies

- Tennis Centers can be used for non-profit organizations for tournaments. Individuals running tournaments for profit will not be allowed. (Tennis Pro Managers are exempt.)
- Each tournament must provide a number where participants can call for match times and locations. Centers may give out tournament information if arrangements are made with the Pro Manager of the center.
- Court usage should be coordinated with the Pro Manager 4 days prior to event.
- Match times are to be scheduled to allow reasonable time for completion by scheduled closing times.

Tournament Reservations

Closed Tournaments

Request approval at the facility 30 days prior to the event.

All requests are subject to court availability and approval of the Pro Manager at the facility.

Fees are to be paid 3 days before the event. More or less courts can be requested at this time. Failure to pay 3 days in advance may lead to the cancellation of the tournament and may result in the privilege of reserving future events.

Open Tournaments

Same procedure as with "Closed Tournaments," except payment is to be paid one week of the invoiced date.

Leagues

Closed Leagues

Leagues that are closed to the general public are considered "Closed."

- Closed league request that use two to four courts may do so by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- The league must provide a roster with phone numbers of all persons participation (including the responsible person for any problems that may arise)
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league. (Four (4) week minimum – six (6) week maximum)
- The Pro Manager of the Center has the right to change league times in order to maximize the use of the courts.
- Make-ups due to inclement weather will be added to the end of the league.
- If the Center is open for business and the players choose not to play, there are NO refunds or make-ups given.
- During cold weather, the Centers will use the "Wind Chill" factor of 35 degrees or below in canceling any leagues or activities.

Open Leagues

- Are those that are open to the general public (Such as Austin Tennis League, C.A.T.A. sponsored leagues, W.T.T.A. and A.W.T.A. leagues).
- League request made by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league.

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- At the start of every league match, the captain must sign in at the pro shop to get court assignment.
- A team may schedule a practice on 2 courts, 3 days in advance at all Centers with full payment paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO refunds will be given for no-shows.
- Courts may be given away for open play if not claimed within 15 minutes of reservation.
- League matches SHALL be complete in the reserved time. Matches not completed during the allotted time may continue if there is an unreserved court still available. If there is another scheduled match or a court reservation after a league, then the reservation or match takes precedent.

Open League Rain-out Policy

Prime-time Policy

- Prime-time league matches may be rescheduled on Friday evening, Saturday or Sunday at the original site (Center) more than two days in advance with No Extra Charge for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. Full payment must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO Refunds will be given for no-shows.

Non-Prime-time Policy

- Non Prime-time Leagues may be rescheduled on any weekday before 5 p.m., Monday – Thursday and all day Friday at the original site (Center) more than two days in advance with No Extra Charge for court fees.
- A team may re-schedule a match during Prime-Time on 2 courts, 3 days in advance at all Centers. Full payment must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO Refunds will be given for no-shows.

Lessons

Each Pro Manager is responsible for the provision of tennis lessons at their Tennis Centers. Length of instruction, group and individual fee structures and availability of lessons will be determined by the Pro Manager based on demand by the public.

Lesson Courts

- The Pro Manager shall be permitted to give instruction only on their contracted facility.
- Pro Manager may use no more than one half (1/2) of the courts be used for private or group instruction between 6 – 10 p.m., without the written permission of the Contract Manager of the Parks and Recreation Department. Lesson court usage before 6 p.m. may be increased provided courts are available through slow general public usage. This will be monitored and adjusted if necessary.
- Organized leagues are not considered part of the "lesson courts."

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- Pro Manager must release lesson courts to the general public by **noon** of that day if no lesson is booked. If they are not released, Pro Manager is responsible for paying court fees on all unreleased courts.
- Court fees are required at Austin High during scheduled open hours.
- Austin Tennis Center lesson courts are subject to the scheduled use agreement with AISD. (see below)

Non-Prime Time Card Policy

- Non-Prime Time cards will be honored during non-prime time hours at all Tennis Centers.
- Non-Prime time is defined as:
 - ❖ Opening until 6:00 p.m. Monday – Thursday.
 - ❖ All Day on Friday
 - ❖ Saturday and Sunday evenings after 6:00 p.m.
- Non-Prime time cards are NOT valid for leagues or lessons.
- Full payment is due at time of purchase.
- All cards expire on December 31st of the year purchased.
- Refunds will be granted only for:
 - Health – Player must provide verification by a physician.
 - Moving from the Austin Metro (outside of 50 mile radius)
 - Pro-rated refunds as follows:
 - During first four months – 50%
 - 2nd four months – 25%
 - Last four months – No refund will be given
- All refunds will be processed through the City of Austin Parks and Recreation Department.
- No refunds will be made at the Tennis Centers.

Prime Time Policy (Including City of Austin Holidays)

Prime time is defined as follows – Any part of a reservation that extends past 6:00 p.m. Monday – Thursday; Saturday and Sunday after 6:00 p.m.; All day on City of Austin's Holidays (New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday & Christmas Eve) The tennis centers will be closed for Christmas Day.

A.I.S.D. - High School Request

Request for tournaments and school matches will be made in writing before September 15th each year to the Manager of Golf and Tennis. There are no court fee charges for AISD tournaments or matches.

A.I.S.D. – Middle School Request

Courts are scheduled upon availability and Junior Court Fees are charged - \$2.00 per court per hour. (Except at ATC)

A.I.S.D. – Scheduled Use Agreement for Austin Tennis Center (ATC)

- Exclusive use of five (5) tennis courts for District Middle School tennis practice and instruction Monday through Friday, 4:00 p.m. – 6:00 p.m., beginning the first Monday in March and ending the first Monday in May.

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- Exclusive use of eight (8) tennis courts from 4:30 p.m. – 8:30 p.m. for the following District High School tennis events.
 - ❖ Fall Dual Matches each Wednesday beginning the first Wednesday in August and ending the last Wednesday in October.
 - ❖ Spring Dual Matches each Wednesday beginning the first Wednesday in January and ending the last Wednesday in March.
 - ❖ Fall AAAA District Meet (3 days only) during either the 2nd or 3rd week of October
 - ❖ Spring AAAA District Meet (3 days only) during either the 1st or 2nd week of April.

The District (AISD) will notify the City of the specific days and weeks in October and April that the Fall and Spring AAAA District Meets will be held as soon as such meets are scheduled each year.

College/University Court Usage

Courts are scheduled upon availability and Adult Court Fees are charged - \$3.50 per court per hour (Non-prime time only)

General Policies

- Participants, visitors and spectators use the Tennis Centers at their own risk.
- Shower facilities are for paying patrons only.
- Participants, visitors and spectators are expected to behave in an acceptable manner.
- Pro Managers have exclusive teaching rights at the Tennis Centers. Participants may offer instruction to family and friends but if this is abused or gives an appearance of a paid lesson, participant will be asked to leave the facility and no refunds will be given. Notification of this will be given to the Contract Manager with the City of Austin Parks Department.
- Discipline problems or those who exhibit disruptive behavior, whether participant or spectator, will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Centers at any time.
- If alcohol is provided free for an event, permission must be given by the Austin Parks and Recreation Department and must conform to the regulations of the Texas Alcoholic Beverage Commission. The City of Austin takes no responsibility whatsoever for violations committed by any party.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chairs.
- Proper tennis etiquette should be observed when using the facility.
- All cell phones and pagers should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving courts.
- Damage to courts or court equipment of the center is a violation of City ordinance and players may be liable.
- Shoes and shirts must be worn in pro shops.
- Neither the City nor the Pro Manager is responsible for items left at Tennis Centers.
- Children eight (8) and under must have direct supervision.
- Pets must be well behaved and on a lease or players will be asked to leave and no refund will be given.



The City of Austin is committed to compliance with the Americans with Disabilities Act. If you require special assistance for participation in our programs or for use of our facilities, please call (insert phone number).

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ATTACHMENT A

CITY OF AUSTIN
PURCHASING OFFICE
QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

1. QUALIFICATION STATEMENT FORMAT

Proposers must submit one (1) original and five (5) copies of Qualification Statement.

Prefacing the qualification statement, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the qualification statement. The qualification statement itself shall be organized in the following format and informational sequence:

- A. Part I - Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Contractor shall submit a summary statement of financial health and audited financials for the previous three years.
- B. Part II - System Concept and Solution: Define in detail your qualifications, abilities and understanding of the requirements presented in the Scope of Work and your business solution. Provide any additional information you deem necessary to evaluate your qualifications and abilities of managing and operating the Pharr Tennis Center.
- C. Part III - Program: Describe your qualifications for accomplishing required work. Include such related data, displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to your qualifications and abilities of accomplishing the Statement of Work. Specifically indicate:
 - i. A description of your qualifications and abilities and plan to perform the work/program(s). Detail the steps you will take in the form of tasks, written deliverables, reports and abilities to comply with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state its compliance with terms of this Request for Qualification.
- D. Part IV - Project Management Structure: Provide a general explanation and chart which details your qualifications for project leadership and reporting responsibilities. If use of subcontractors is proposed, detail their qualifications and abilities, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. Part V - Prior Experience: Describe only relevant corporate qualifications and experience including individual qualifications and experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1995. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. Part VI - Personnel: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:
 - i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - ii. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the preparation of their qualification statement or the terms or conditions of their qualification statement.
 - iii. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or

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QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.

- iv. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - x. must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 - xi. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - xii. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 - xiii. shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Qualification was issued and the date of award by City Council.
 - ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.
- H. Part VIII - Qualification Statement Acceptance Period: All qualifications statements must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFQS closing date.
- I. Part IX - Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the qualification statement to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. Part X - Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

2. EXCEPTIONS:

If any exceptions are taken to any portion of the Solicitation, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Qualification Statement. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. QUALIFICATION STATEMENT PREPARATION COSTS:

CITY OF AUSTIN
PURCHASING OFFICE
QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify a qualification statement which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD FOR PHARR TENNIS CENTER**

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The City on a rational basis will select the successful Proposer. Evaluation factors outlined in Paragraph "B" below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Qualification Statements should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

- (1). Qualifications for Operation and Management of a Tennis Center 80 Points
System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)

- A. Programming Qualifications/Experience 44 points
- NJTL 10 points
 - Neighborhood and Community Involvement 12 points
 - Lessons/Clinics provided 10 points
 - Daily Use and Play – Maximization of Court Usage 10 points
 - Certifications 2 points

- B. Operations Qualifications/Experience 36 points
- Customer Service/Complaint Resolution 10 points
 - Business Plan 12 points
 - Staffing Plans and Training/Organization Chart 8 points
 - Pro-Shop Policies and Procedures 2 points
 - Services Provided – Equipment, Stringing, Pricing, Concessions, etc. 4 points
 - Financial Viability/Stability (verifiable evidence of financial strength, including but not limited to: financial ratings, financial statements and other similar documentation.) Pass/Fail

- (2). Demonstrated Management Qualifications & Experience: 20 Points

- A. Sports Facility, Managerial/Programming Director
- 5-8 years experience.....MAXIMUM total 10 points
 - 9 and over years experience.....MAXIMUM total 15 points
- B. Sports Facility of similar size and scope. e.g. tennis Centers, 8+ courts, multi use sports complex etc.
- 9 and over years experience.....MAXIMUM total 5 points

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City.....MAXIMUM 25 points.

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: CB30003

OFFEROR'S NAME: DATE:

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name
Name and Title of Contact
Present Address
City, State, Zip Code
Telephone Number () Fax Number ()
Email Address
2. Company's Name
Name and Title of Contact
Present Address
City, State, Zip Code
Telephone Number () Fax Number ()
Email Address
3. Company's Name
Name and Title of Contact
Present Address
City, State, Zip Code
Telephone Number () Fax Number ()
Email Address
4. Company's Name
Name and Title of Contact
Present Address
City, State, Zip Code
Telephone Number () Fax Number ()
Email Address
5. Company's Name
Name and Title of Contact
Present Address
City, State, Zip Code
Telephone Number () Fax Number ()
Email Address

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. CB30003

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. CB30003

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CB30003

FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public _____

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CB30003

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
(2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services: Management and Operation of Pharr Tennis Center
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

**City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. CB30003**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
 - (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____ Date: _____

Printed Name: _____

Title: _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CB30003

PROJECT NAME: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

CB300030900

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
*(Please duplicate as needed)***

SOLICITATION NUMBER: CB30003

PROJECT NAME: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State, Zip	
Phone	Fax Number
Name of Contact Person	
Is company City certified? Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

Director/Deputy Director

Date

CB300030900

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: CB30003

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96115

DESCRIPTION: CONCESSIONS, CATERING, VENDING;
MOBILE AND STATION

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____



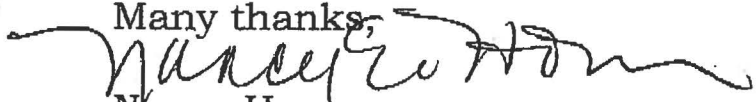
August 12, 2011

To Whom It May Concern:

RE: Pharr Tennis Center / Acct 338688

Pharr Tennis has been an account for many years and is a valued account. They are currently in great standing.

Many thanks,


Nancy Horn

Rocky Mountain Sports

Vice President.

1-800-525-2852 x 126



8555 W. Monroe Rd.
Houston, TX 77061
Toll Free 800-777-3444
Ph. 713-944-0275
Fax 713-944-7980

To whom it may concern:

Pharr Tennis Center is in good financial standings with
Clarke Distributing. We enjoy doing business with them.

Thank you;
April Van Tassell



August 12, 2011

To whom it may concern:

Please be advised that Yanez Tennis Consultants (account number PT7871) is a long-time Alpha account and is in good standing. Their current balance is \$0.00.

Regards,

Mark Gonzalez

Alpha Sales Manager



City of Austin

August 4, 2010

Maggie Yanez / Ruben Yanez
Yanez Tennis Consultants
4201 Brookview Rd.
Austin, Texas 78722

Subject: Proposal interviews for Solicitation Request for Proposal (RFP) CB30003 – Management and Operation of Pharr Tennis Center

Dear Maggie or Ruben:

Your firm has been selected to participate in an interview to the City for the subject solicitation. Your firm's interview is scheduled for **Thursday, August 11, 2011 at 10:00 AM, at the City of Austin, Parks and Recreation Department, 200 S. Lamar Blvd., Austin, Texas 78702, PARD Conference Room.** Please be prepared to address the following questions in your interview to the City. Your firm will have **Sixty (60) minutes** to provide your answers and/or presentation.

1. Considering the City's goals for the tennis center as outlined in the solicitation, describe your past job experiences and explain how they make you the best candidate for this contract?
2. Pharr is in a neighborhood that is going through its own transitional period of rebuilding and new development. What programs or activities do think would work at Pharr that would increase and embrace the neighborhoods participation at the center? Describe your plan, approach and implementation.
3. The National Junior Tennis League (NJTL) is a very important summer junior tennis program for the City of Austin Parks Department. Describe the program as you see it now and describe how you could improve and sustain it in the future.
4. Over the past 5 years, Pharr has maintained an average of \$45,000+ in court fee revenues. What would you do to increase this average? Describe your proposed or current business approach; detail your strategy to grow beyond the current position and how you propose to sustain the increases.
5. As Pharr is an 8-court facility, you are able to utilize 4 courts for tennis instruction/programming. What is your plan to balance use of these courts while still providing general public access to courts for general play?


The following items are needed to finalize evaluation of the proposer's financial viability. Please bring with you or submit within 2 days after the interview:

1. Most recent Audited Income Statement' or a 'Federal Tax Return'
2. Bank statements for the current operations for the most recent six months
3. Letters from at least three creditors (vendors)

In order to complete the City's evaluation, please be prepared to provide the City copies of your firm's last (3) three years of audited financial statements.

Please call should questions arise (512) 974-2133.

Sincerely,


Cruz Banda
Buyer II

**Solicitation Request for Proposal CB30003 –
Management and Operation of Pharr Tennis Center**

Presentation By

Yanez Tennis Consultants

August 11, 2011




Introduction

Yanez Tennis Consultants (YTC) is applying for the contract to manage Pharr Tennis Center for the next three years. YTC believes it is the best candidate to manage Pharr effectively and efficiently.

This presentation will highlight the qualifications and experience of Yanez Tennis Consultants and will answer the follow-up questions to the original solicitation.

Who is Yanez Tennis Consultants?



1. Considering the City's goals for the tennis center as outlined in the solicitation, describe your past job experiences and explain how they make you the best candidate for this contract.

Yanez Tennis Consultants has:

A long history of serving the city

YTC has managed a tennis facility for more than 25 years. The principals of Yanez Tennis Consultants are certified tennis instructors, but our main experience is in facility management and meeting tennis customer needs.

Background in Tennis of YTC


The principals at YTC took up tennis as adults. The first tennis center we used regularly was Pharr. We have participated as players in adult tennis leagues in Austin including the Austin Tennis League and various local leagues through the United States Tennis Association (USTA).

As Pharr managers, we have also managed the National Junior Tennis League (NJTL) and have hosted junior tennis tournaments at Pharr, as recently as July 22, 2011. We have also played tennis at every public and private tennis center in the Austin area.

Overall, our experience includes:

- **Playing in adult tennis leagues;**
- **Managing NJTL and local junior tournaments; and**
- **Fulfilling reporting requirements for the city of Austin;**
- **Understanding Pharr's role in the neighborhood and community; and**
- **Understanding Pharr's customers and the Austin tennis community.**

With this experience, we believe we are the best candidates to manage Pharr Tennis Center.



2. Pharr is in a neighborhood that is going through its own transitional period of rebuilding and new development. What programs or activities do you think would work at Pharr that would increase and embrace the neighborhood's participation at the center?

Pharr is situated in the Cherrywood neighborhood which has exhibited only modest changes in the past two decades. However, the surrounding neighborhoods have changed dramatically.

The Mueller Community and Surrounding Neighborhoods

Projections are for the Mueller Community to have a population of 10,000 by 2017. (Source: <http://www.muelleraustin.com/about/about-mueller>)

A recent survey estimates that there are now 10,000 people living in downtown Austin (within a one-mile radius of W. 6th and Congress Avenue).

(Source: <http://www.downtownaustin.com/business/demographics/>)

Growth in residential housing in the 78702 zip code area of east Austin, an area bounded by Manor, Airport, I-35 and Lady Bird Lake, has changed drastically. Many single-family residences have been replaced by high-rise living quarters.

All three of these areas are within easy driving distance of Pharr, Caswell and Austin High tennis courts. However, if half of the courts at the three centers are used for instruction during prime time hours, as allowed by the city, there would only be 12 courts available for reservation for this large a population.

A large percentage of new residents in these three areas are also new to Austin. Targeting this audience involves outreach activities and actively making them aware of Pharr's location and offerings.

YTC Strategies for Reaching New Markets

Develop programming for Mueller using its on-line bulletin board. The new Mueller Community has an on-line bulletin board for its residents. One method of reaching this audience will be to host a “Mueller Night” at Pharr in the future, where residents will pay regular court fees, but Pharr management will arrange free instruction, games and other entertainment to introduce the community to the programs at Pharr.

Partner with the Austin Tennis MeetUp Group. YTC will offer a similar activity for the members of the Austin Tennis MeetUp Group (<http://www.meetup.com/AustinTennis/>), a group whose membership is more than 600 strong. In 2008, YTC hosted a get-together at Pharr for the Austin Tennis MeetUp group. YTC partnered with the Austin Tennis League and the United States Tennis Association, Adult Recreation Division to host the previous get-together. The event attracted more than 50 participants.

The previous effort was a citywide event, but the Austin MeetUp Group has location information on some of its members that will be used to identify potential users in the neighborhood.

Expand the Austin Tennis League's (ATL) New Player Program and target the neighborhoods listed above. Pharr already cooperates with ATL's New Player program, a program that targets new players. ATL's database has zip code information that will be used to identify tennis players in the area.

Identify electronic media for advertising to the downtown Austin market. Seek electronic sources to advertise a playdate for people living in downtown Austin. For example, Austin 360 has a bulletin board for recreational events. Craigslist has also been used to advertise past events at Pharr, including the Austin Tennis MeetUp function. These and others would get the word out on an event specifically designed for downtown Austinites.

3. The National Junior Tennis League (NJTL) is a very important summer junior tennis program for the city of Austin Parks Department. Describe the program as you see it now and describe how you could improve and sustain it in the future.

A 35-Year History of NJTL Involvement

The principals of YTC first worked with the NJTL program as volunteer instructors in 1976. We have also served as administrators of the program. Program highlights included end-of-season field trips to compete in surroundings cities like Dallas and Houston.

YTC also sponsored a Juneteenth Adult Tennis Tournament for several years where proceeds went to support NJTL.

YTC has served generations of families in NJTL. Former students of the program have enrolled their own kids in the NJTL program.

The National Junior Tennis League is currently contracted to a local provider, the Central Texas Tennis Association (CTTA), and consists of two 6-weeks sessions, June 6 – August 19, with two season-ending tournaments (one for each session) held at Pharr Tennis Center.

The program is partially funded by the City of Austin, but also receives grants from several area tennis organizations and at least one benefit tournament “Summer Jam” every year.

Throughout NJTL’s existence in Austin, Pharr has been considered the program’s home base. Pharr Tennis Center has always participated in NJTL activities which include family days, NJTL instructor training, NJTL registration, and as a tournament site and headquarters.

In upcoming years, NJTL will continue to target inner city youth while providing instruction to segments of the community. YTC will continue to partner with CTTA for the program. This organization has an excellent reputation in serving the tennis needs of east Austin youth.

We will also revive the Juneteenth Adult Tournament with all proceeds benefiting the National Junior Tennis League.

4. Over the past five years, Pharr has maintained an average of \$45,000+ in court fee revenues. What would you do to increase this average? Describe your proposed and current business approach; detail your strategy to grow beyond the current position and how you propose to sustain the increases.

Pharr can capture more revenue by targeting non-peak hours of operation (noon to 5 p.m. on weekdays). YTC has several strategies for court use at this period.

USTA's 10 and Under Tennis Program

The United States Tennis Association (USTA) has begun a new program to promote instruction for children under 10 and under years of age. The program emphasizes “down-sizing” the game – smaller court space, rackets and balls – to make the game easier to learn.

YTC will work with the USTA office in Austin to offer a 10 and Under program at Pharr at traditional “after school” hours. YTC will work with USTA to develop target goals for realistic participation levels.

Two Underserved Segments of the Austin College Population.

YTC will pursue two segments of the college student body that should be able to play during non-peak hours: grad students and community college students.

Graduate students average about 11,000 at the University of Texas. Graduate students who visit Pharr Tennis Center often view themselves as outside the mainstream of undergraduate life and are willing to pursue opportunities for recreational pursuits off-campus. Many have told us that they are willing to pay court fees if the costs mean that they can receive better organization of tennis than is available on-campus.

By promoting a tennis ladder for graduate students in the afternoon at Pharr, YTC will be able to better serve this segment of the higher education community.

YTC will also approach the various campuses in the Austin Community College (ACC) system. With eight campuses and a

student body of more than 45,000 students, ACC is a potentially lucrative market for organized tennis.

To develop programming for both of these segments of college students, YTC will seek grant funding from the USTA office in Austin. USTA already offers a Tennis on Campus program for competition between area colleges, but it targets undergraduates. This new initiative could be viewed as a demonstration grant to reach other segments of the college population.

5. As Pharr is an 8-court facility, you are able to utilize 4 courts for tennis instruction/programming. What is your plan to balance use of these courts while still providing general public access to courts for general play?

**Public court time and space can be broken out
into two basic uses:**

Instruction

Private/Group Lessons

Other Uses

Informal matches and practice

Leagues

Ladders

Tournaments

Over the past twenty years, Yanez Tennis Consultants has learned that public tennis players want public tennis court space and time for (in priority order):

- a. Informal match play and practice**
- b. League play (the Austin Tennis league, 38 different tennis leagues in the USTA leagues, Women's Team Tennis)**
- c. Formal matches (Austin Tennis Ladder, Ultimate Tennis, USTA Flex League)**
- d. Tournaments**
- e. Formal lessons and drills.**

In perspective, this prioritization is probably not much different from the facility needs in other adult recreational sports.

These include individual sports such as team sports such as softball, basketball, soccer, volleyball, and Ultimate Frisbee. In these sports as in tennis, the public wants to use city facilities for playing the game and less so for guided instruction.

One of the YTC principals is also an avid golfer and has seen how customer service and center operations are handled at public golf courses in Austin. This observation is particularly important because the original 1980s tennis contract with managers was based on the golf model. At Austin city golf courses, the greatest need is for tee times. Instruction is secondary and much less available.

YTC estimates that 85 percent of the players who use Pharr Tennis Center to play matches or practice and take no formal instruction in a calendar year. These statistics explain why:

- **Pharr typically has more courts for open play during prime time than any other tennis center;**
- **Pharr serves as home courts for more USTA teams than any other center;**
- **Pharr is used for more ladder matches than any other tennis center;**
- **Pharr has used more courts for tournament play in recent years than any other center;**
- **Pharr has the largest on-going senior tennis program.**

So, how is YTC able to maintain a center that is profitable and that serves the greatest public need?

The YTC Solution: Balancing Enterprise Activities

Yanez Tennis Consultants believes that it has achieved an excellent balance in operations to make Pharr successful for the public and profitable for the managers.

This balance has been achieved by:

- a. Providing only enough instruction to meet demand;**
- b. Promoting court use to maximize fee revenue; and**
- c. Excelling in other enterprise areas.**

This last area is the one that distinguishes YTC from other facility managers. Yanez Tennis Consultants has achieved a profitable business in areas so that it has not needed to maximize instruction.

For example, Yanez Tennis Consultants has established an enviable reputation in racket stringing services. YTC has a citywide clientele for stringing services. This success is based on competitive pricing and customer satisfaction with the quality of the string job and the turnaround time.

In addition, YTC relies on the *Just-In-Time* model to manage the inventory of durable goods. Rackets sales are based primarily on personal orders rather than maintaining costly racket inventories. The same is true for clothing inventories. This practice is particularly important because rackets and clothing have an extremely short life cycle and shelf life due to fads and seasons.

Finally, Yanez Tennis Consultants has learned through experience how to manage other areas of merchandising such as maintaining appropriate levels of consumables (e.g., drinks and energy snacks).

Conclusion

The principals of YTC have been on "both sides of the counter" -- as managers of a facility and as consumers at other tennis centers.

From our experience, we believe we understand what the tennis community wants from public tennis facilities in general and Pharr Tennis Center specifically.

We fully understand that we could increase our revenue now and in the future by offering more instruction. But we believe it would be at the expense of the tennis public.

YTC's philosophy is that, in the end, whatever best serves the needs of the tennis player ultimately best serves the City of Austin and center profitability as well.



MEMORANDUM

TO: Mayor and Council Members

FROM: Byron E. Johnson, C.P.M., Purchasing Officer
Financial and Administrative Services Department

DATE: December 1, 2011

SUBJECT: December 8, 2011 Council Agenda, Pharr Tennis Center

On Thursday, October 6, 2011, a request to authorize award, negotiation and execution of a 36-month requirements service contract with Rippner, LLC, for management and operation of the Pharr Tennis Center was brought before Council. Council directed staff to postpone the item until December 8, 2011, and receive input from the community and take the item to the Parks Board.

The recommended company, Rippner, LLC voluntarily withdrew its proposal from contract award consideration. Therefore, the Request for Qualifications will be negotiated with the next qualified respondent. A request to authorize award, negotiate and execute a 36-month requirements service contract with Yanez Tennis will be brought forward to Council on December 8, 2011. The Parks Director sent a memo November 30, 2011 to you outlining the issues discussed and resolved.

Please feel free to contact me if you need additional information.

cc: Marc A. Ott, City Manager
Rudy Garza, Assistant City Manager
Bert Lumbreras, Assistant City Manager
Sara L. Hensley, Director, PARD
Leslie Browder, Chief Financial Officer
Greg Canally, Deputy Chief Financial Officer
Jeff Knodel, Deputy Chief Financial Officer



MEMORANDUM

TO: Mayor and City Council

FROM: Sara L. Hensley, CPRP, Director
Austin Parks and Recreation Department

DATE: November 30, 2011

SUBJECT: Pharr Tennis Center

On Thursday, October 6, 2011, a request to authorize award, negotiations and execution of a 36-month requirements service contract with RIPPNER, LLC, Austin for management and operation of the Pharr Tennis Center was brought before Council. Council did not approve the request associated with RFQS CB30003 and instead directed staff to postpone the item until December 8, 2011, conduct a community engagement and take results to the Parks Board for review

As directed, the Department conducted a community engagement process with the tennis stakeholders on October 22, 2011. The meeting was attended by 40 plus stakeholders.

Based upon stakeholder input the Department requested the Parks and Recreation Board make a recommendation regarding the scope of services outlined in the Pharr Tennis Contract. After Board deliberation and in consideration of stakeholders input, the contract negotiation items are to include:

1. The contracted tennis professional at Pharr Tennis Center will receive 100% revenue on food, beverage, tennis equipment sales and programming (lessons, clinics, etc.)
2. The contracted tennis professional at Pharr Tennis Center will be required to the adhere to the following court schedule as determined by the stakeholder input meeting and Parks and Recreation Board approval:
Weekdays
 - 2 courts available for lessons between the hours of 8 am and 12 pm
 - 4 courts available for lessons between the hours of 12 pm and 6 pm
 - 2 courts available for lessons between the hours of 6 pm and 8 pm
 - 4 courts available for lessons between the hours of 8 pm and 10 pmWeekends
 - 0 courts available for lessons between the hours of 8 am and 12 pm
 - 4 courts available for lesions between the hours of 12 pm and 6 pm
3. The contracted tennis professional at Pharr Tennis Center will be paid a facility management fee with quarterly reviews evaluation court reservations, facility programming, operations of the facility, customer service, community involvement and court revenues.
4. The contracted tennis professional will be eligible for a productivity award not to exceed \$10,000 annually.

It is important to note that RIPPNER, LLC has voluntarily withdrawn from contract award consideration. Therefore, the Request for Qualifications will be negotiated with the next qualified responsive responsible bidder. A request to authorize award, negotiate and execute a

36-month service contract with YANEZ TENNIS will be brought forward to Council on December 8, 2011.

Additionally, the Parks and Recreation Department met with Purchasing Department to develop a consistent Tennis Business Model for future contract negotiations. This model incorporates stakeholder input from the October 22, 2011 meeting and the Parks and Recreation Board's recommendations. In an effort to best serve the tennis community and all adult sports, the Department will host several City-Wide Adult Athletics Community stakeholder meetings in January, 2012 and modify the model accordingly based upon stakeholder input.

Cc: Marc A. Ott, City Manager
Bert Lumbreras, Assistant City Manager
Kimberly McNeeley, Assistant Director, Parks and Recreation Department
Cheryl Bolin, Division Manager, Parks and Recreation Department
Lonnie Lyman, Tennis Administration, Parks and Recreation Department



M E M O R A N D U M

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: March 22, 2012
TO: Memo to File
FROM: Sharon Patterson, Senior Buyer
RE: NA120000057

The purpose of this memo is to help explain the history of this contract as well as why some documents may be missing from the contract file.

The original solicitation for this contract was issued under CB30001 in December of 2010. Award was made from that solicitation for the Caswell Tennis Center, but not the Pharr Tennis. The award for Caswell Tennis was made in December 2011. The RFP for the management of Pharr Tennis was re-issued under CB30003 in June 2011 – a requisition was not created for the rebid of Pharr Tennis. When the RCA went to Council for Pharr Tennis in December 2011, it was postponed. In the meantime, the vendor recommended for award withdrew its proposal, leaving the remaining proposer, Yanez Tennis. Award was made to Yanez.

Towards the end of the solicitation process, the Buyer who issued the solicitation was re-assigned and a new Buyer was assigned to finish this Contract. When putting together the Contract file, the Buyer did not have copies of the following: sign-in sheets, requisition, and recommendation for award to Yanez.

Late Backup



TO: Mayor and Council

FROM: Bert Lumbreras, Assistant City Manager

DATE: April 19, 2011

SUBJECT: Item #40 on April 21st Council Agenda

Item 40 on the agenda is a 3 year requirements professional services contract with Ellery McLanahan Tennis Inc. for the management and operation of Pharr Tennis Center. There were two Qualification Statement Response that were responsive to this request for Qualification Statements for Professional Services (RFQS). The other company, Yanez Tennis, has been operating the facility for the last 25 years.

Both companies met the minimum qualifications of this solicitation for experience however the difference in the scoring was significant in the "System Concept & Solutions proposed" which was valued at a maximum of 60 points.

We will be withdrawing Item 40 indefinitely to reassess the scoring matrix and ask any questions of clarification of those responsive bids to the RFQ.

Once vetted and processed, we plan to bring the item back to Council for consideration at the next available meeting.

Let me know if there are any questions.

Cc: Marc A. Ott, City Manager
Leslie Browder, Chief Financial Officer
Sara Hensley, Director, Parks and Recreation
Byron Johnson, Purchasing Officer



City of Austin

P.O. Box 1088, Austin, Texas 78767-1088
Financial and Administrative Services Department

Purchasing Office

Sharon Patterson, Senior Buyer
512-972-4014 office
512-972-4015 fax
Sharon.Patterson@austintexas.gov

December 29, 2011

Maggie Yanez / Ruben Yanez
Yanez Tennis Consultants
4201 Brookview Rd.
Austin, Texas 78731

Email: myanez@pharrtennis.com

Subject: Change of Authorized Contact Person for Solicitation, Request for Qualification Statement No. (RFQS) CB30003- Management and Operation of Pharr Tennis Center

Dear Maggie Yanez / Ruben Yanez:

Per Austin City Council date December 8, 2011, item no. 65, the City has approved the award, negotiation, and execution of a three-year service contract with Yanez Tennis Consultants. To facilitate the planning of programs and schedules under the new contract, Lonnie Lyman has been added to the Authorized Contact Persons list for the above-referenced solicitation.

The No-Contact period for this solicitation remains in effect until a) a contract is awarded, negotiated and executed, or b) the City withdraws the solicitation, or c) the City rejects all responses with a stated intention to reissue the same or similar solicitation, or d) 60 days after the date the City withdraws the solicitation or all responses are rejected without the reissue of a solicitation.

Sincerely,

A handwritten signature in black ink that reads "Sharon Patterson".

Sharon Patterson, Senior Buyer

CC. Lynn Mueller



City of Austin

Founded by Congress, Republic of Texas, 1839

P.O. Box 1088, Austin, Texas 78767-1088

Financial and Administrative Services Department

November 4, 2011

Maggie Yanez / Ruben Yanez
Yanez Tennis Consultants
4201 Brookview Rd.
Austin, Texas 78731

Email: myanez@pharrtennis.com

Subject: Change of Authorized Contact Person for Solicitation, Request for Qualification Statement
No. (RFQS) CB30003 – Management and Operation of Pharr Tennis Center

Dear Maggie Yanez / Ruben Yanez:

Effective immediately, the Authorized Contact Person for the solicitation identified above will change from the undersigned to the City's lead negotiator for development of a contract:

Sharon Patterson, Senior Buyer
P.O. Box 1088, Austin, Texas 78767
512-972-4014
512-972-4015 fax
Sharon.patterson@austintexas.gov

And

Matt Samaripa, Contract Compliance Specialist Sr.
124 W. 8th St., Ste.310, Austin, Texas 78701
512-974-1417
512-974-2388 fax
matt.samaripa@austintexas.gov

Please direct all potential contract information to the above named individual. For all other issues or concerns regarding this solicitation please contact Sharon Patterson, Senior Buyer

The No-Contact period for this solicitation remains in effect until a) a contract is awarded, negotiated and executed, or b) the City withdraws the solicitation, or c) the City rejects all responses with a stated intention to reissue the same or similar solicitation, or d) 60 days after the date the City withdraws the solicitation or all responses are rejected without the reissue of a solicitation.

Sincerely,

Cruz Banda, Buyer II

CC: Byron Johnson, Purchasing Officer
Yolanda Miller, Deputy Purchasing Officer
Steve Aden, Purchasing Manager-Corporate
Cynthia Gonzales, Corporate Contract Manager
Matt Samaripa, Contract Compliance Specialist Sr.
Sharon Patterson, Senior Buyer

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENT (RFQS)
Offer Sheet

SOLICITATION NO: CB30003

DATE ISSUED: JUNE 6, 2011

COMMODITY/SERVICE DESCRIPTION: MANAGEMENT AND
OPERATION OF PHARR TENNIS CENTER- PARKS AND RECREATION
DEPARTMENT

REQUISITION NO.:

COMMODITY CODE: 96115

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

CRUZ BANDA

Buyer II

Phone: (512) 974-2133

PRE-RESPONSE CONFERENCE TIME AND DATE: NA

LOCATION: NA

QUALIFICATION STATEMENT DUE PRIOR TO: JUNE 28, 2011 AT
9:30 AM CST.

COMPLIANCE PLAN DUE PRIOR TO: NA

RESPONSE CLOSING TIME AND DATE: JUNE 28, 2011 AT 9:30 AM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 5 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

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All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to “Vendor Self Service (VSS)”, sign in if registered, register, or use public access to follow the links to “Business Opportunities” and “Search for Solicitation.”

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL **

- Cover Page Offer Sheet
- Section 0600 Qualification Statement
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Response Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by June 15, 2011 via email at cruz.banda@ci.austin.tx.us or fax to 512-974-2388.

2. **INSURANCE.** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Cruz Banda, Buyer II
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: **The following statement must be shown on the Certificate of Insurance.**

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of three (3) years and may be extended thereafter for up to two (2) additional three (3) year periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

4. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

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- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors

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are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors may be required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the Contractor may be required to provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work. The ID shall be approved and accepted by the City's Contractor Manager.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be

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unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. City will not provide ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

8. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lonnie Lyman, Event Coordinator Senior, Parks and Recreation Department

919 West 28 ½ St. , PARD ANNEX

Austin, Texas 78767

512-974-9352

Lonnie.lyman@ci.austin.tx.us

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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SCOPE OF WORK

**REQUEST FOR QUALIFICATIONS (RFQS)
FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER**

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks qualifications from proposers, for an annual service contract in response to this Request for Qualifications (RFQ) from an individual qualified and experienced in tennis facility management. This Contactor will manage the collections of court fees, and court reservations, provision of lessons and tennis programs for the Pharr Tennis Center location.

2. BACKGROUND

The City has historically contracted for professional tennis center management. This location at Caswell Tennis Center currently has eight (8) lighted courts and one lighted backboard. The tennis facility has approximately four hundred (400) square feet of retail floor and wall space which will be operated by the Contractor however is not considered directly part of this contract.

3. SCOPE OF WORK

A. Title of Program

Tennis Pro Manager at Pharr Tennis Center, 4201 Brookview Road, Austin, Texas 78722

B. Objective

The City's objective is to enter into a contract with a qualified and experienced individual to provide professional services for tennis facility management as described in this proposal. The Contractor shall provide details of their experience and qualifications that demonstrate an ability to effectively provide quality service and programs. The term for this contract will be one (3) three year contract period with two (2) three (3) year extension options.

The City reserves the right to limit an individual to hold only one tennis contract for a full time tennis center.

C. Implementation

1. City of Austin invites responses from all qualified proposers with a minimum of five (5) years' experience in tennis center owning/managing services or equivalent sports facility managerial/programming experience.
2. The Contractor shall operate and manage the center in a manner consistent with the use of the facilities as a tennis center and City of Austin Tennis Operating Policies (See Attachment A). The Tennis Operating Policies may be amended as required at any time through the duration of this contract, at the sole discretion of the Parks and Recreation Departments Director. Contractor shall not provide services or merchandise that does not directly promote the use of the facilities as a tennis center nor install any amusement devices in the Center without the prior written approval of the Contract Manager.

The Contractor shall:

- A. Open the Tennis Center for business promptly each day, except Christmas Day. The Contract Manager shall approve any other closed days or holiday hours.
- B. Maintain hours of operation, as approved or directed by the City.

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- C. Hire and staff the Tennis Center. The training, supervision and expense of this staff shall be the responsibility of the Contractor.
 - D. Conduct customer service and sensitivity training for staff.
 - E. Provide complete janitorial services and supplies for the tennis facility. Also the fenced-in area of the facility must be kept free and clear rubbish, filth, and refuse. The Contractor will have access to a dumpster to be provided by the City.
 - F. To assure that the tennis courts and facilities are in good repair; Contractor shall promptly notify the Contract Manager of the need to repair or replace City equipment or facility maintenance.
 - G. Enforce applicable municipal tennis centers policies and regulations established by the City governing activities or the use of the tennis facility. Maintain detailed procedures for customer complaint resolutions.
 - H. Contractor shall maintain certifications for CPR, First Aid and AED training. AED training for all staff is required. Proof of certifications will need to be provided to the Contract Manager upon request.
 - I. Promote the game of tennis by conducting a minimum of two (2) teacher in-services or Recreational "Quick Start" Tennis Workshops for teachers in middle schools within the Austin area. Written proof from the school principal will need to be provided to the Contract Manager upon request.
- 3. The Contractor shall provide all equipment necessary for the operation of the tennis facility. Contractor will provide a cash register or equivalent with the capabilities of providing the City with accurate accounting information on reservations and lesson court fees.
 - 4. The Contractor will be allowed the use of half of the tennis courts for programming of lessons and clinics at a lesson court fee rate approved by the Contract Manager to be paid to the City. The exception to this would be during the school year. The City of Austin has entered into an inter-local agreement with Austin Independent School District (A.I.S.D.) for special events during the school year. The dates for A.I.S.D. will be available after October 1st of each year. There is no charge for these A.I.S.D. courts.
 - 5. The Contractor shall have the exclusive right to operate and manage the tennis center, in conformance to the terms of this contract. The Contractor shall have the right to sell for reasonable prices:
 - A. Pre-packaged food and beverages, such as candy, chips, soft drinks
 - B. Tennis merchandise
 - C. Customary tennis center services (e.g., restringing, ball machine rental)
 - 6. The Contractor shall have the exclusive right to conduct tennis related activities/lessons at this facility. Fees must be posted. In an effort to keep tennis affordable, any increase in fees for these services are subject to approval of Contract Manager. These services include but not limited to:
 - A. Private or group lessons (court fees paid to the City will apply)
 - B. Leagues (court fees paid to the City will apply)
 - C. Tournament scheduling or planning services (court fees paid to the City will apply)
 - 7. The exclusive right to sell food/beverages is granted to the Contractor. The City reserves the right to allow players and their organizations to supply their own food/beverages for their own consumption.

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8. The Contractor shall:
 - A. Not permit any defacing of the building or buildings where physical facilities are located.
 - B. Not permit undue loitering.
 - C. Not permit objectionable language.
9. **The Contractor shall provide and keep in full force and effect insurance outlined Section 0300, the Standard Purchase Terms and Conditions, Paragraph 32 INSURANCE. The Contractor will need to provide a Certificate of Insurance prior to beginning work in accordance with the insurance requirements identified in Section 0400, the Supplemental Purchase Provisions.**
10. The Contractor shall make written report to the Contract Manager of any needed repairs or suggested alteration or improvements. The Contractor shall not make any structural alterations, repairs, or improvements to the premises, without prior written permission from the Contract Manager. Any such alterations made without permission shall be done at the expense of the Contractor and shall become the property of the City at the termination of this contract. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense. Contractor shall allow no liens to be filed against City property.
11. The following conditions shall remain in effect during the term of this contract.
 - A. Contractor shall conduct business in a manner that will reflect credit upon him and the City.
 - B. The Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the tennis facility. All permits shall be mounted in a conspicuous location.
 - C. Custodial Duty Schedule - Daily Requirements:
 - The entire area shall be kept neat and clean
 - Clean all counter tops and tables
 - Vacuum/mop all floors designated for business
 - Empty and clean trash receptacles and install new liners
 - Remove all waste from site to container
 - Bathrooms must be cleaned and sanitized
 - Grounds must be free of litter and rubbish
 - Storeroom clean and kept neat
12. All duties shall be performed as scheduled and repeated at more frequent intervals should weather, use and litter make such repetition necessary to present a clean appearance.
13. The Contractor will be responsible for long distance phone charges and any additional phone or computer services.
14. The Contractor shall administer the National Junior Tennis League Program (N.J.T.L) summer program. This will include but is not limited to the following:
 - A. Contractor shall conduct the NJTL program for not less than seven (7) weeks in the summer months from June – August.
 - B. The program will be conducted in at least six (6) sites throughout the City. (Sites shall be determined by the Contractor and Contract Manager).
 - C. The low cost of the program shall not exceed thirty dollars (\$30) per participant.
 - D. Scholarships must be made available to all participants requesting this information. Scholarships based on financial need of family will be reviewed and approved by Contractor and Contract Manager.
 - E. The Contractor shall hire sufficient staff to have a minimum of one (1) instructor and one (1) monitor/volunteer per site.
 - F. The Contractor will keep data base of participants that will be turned in to Contract Manager by September 15th of each year.

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- G. An additional management fee of six thousand (\$7,500) will be added to the current contract and paid to the contractor each May 1st to help cover labor cost of the program. The Contractor shall keep all funds collected from participants or sponsors of the program.
 - H. Contractor may sub-contract this program with the approval of the Contract Manager.
- 15. The City will be responsible for paying all utilities (Water/waste water, electricity, and gas), pest control and provide a security service for the building only. It is the Pro Manager's responsibility to monitor the security service and handle all calls associated with this service. The Contractor will be responsible for any cost involved for false alarms. Should a theft occur of any nature, the City will not be held responsible for any contents or merchandise.
 - 16. The City will provide a safe environment for tennis players by keeping the tennis facility, courts and fences in good repair. The City will also provide nets, windscreens, benches and repairs to the lights and building.
 - 17. City will provide two (2) telephone lines. Any additional telephone or computer lines may be added at the Contractor's expense.
 - 18. The City will not be responsible for any debts incurred by the Contractor.

D. Acceptance of Work

- 1. During the term of this agreement, the Contractor shall establish and maintain during the term of this agreement separate records and accounts, including a separate bank account, relating to the operation of the Tennis Center. Records and accounts shall be subject to the examination and audit by the City, at any time.
- 2. The Contractor shall provide to the Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to tennis facility income. This form shall be submitted to Contract Manager annually within seven (7) calendar days of filing with the IRS.
- 3. The Contractor shall submit to Contract Manager a copy of their quarterly sales tax report within fifteen (15) calendar days of filing the report.
- 4. The City agrees to pay a monthly management fee of three thousand dollars (\$3,000). The monthly management fee will be paid by the 20th of each month beginning the first month of contract. This management fee will be paid for the initial term of the contract. Upon satisfactory completion of the first term, the City may increase management fee based on performance and fees collected for the City before exercising any further options.
- 5. All funds collected from City Council approved fees and lessons will be deposited into a separate bank account from the City's. The Contractor shall be liable to the City for all funds collected until such funds are deposited into the City's bank account. The Contractor will make weekly deposits into the City's bank account using a company/personal check. The City will provide deposit slips for the Contractor to deposit all City funds. Copies of deposit slips and court rentals along with City required cash reports will be submitted to the City on weekly bases throughout the term of this agreement. Contractor shall have a cash handling policy for City review and approval. If Contractor does not have a cash handling policy, Contractor shall utilize the City's Cash Handling Policy.
- 6. Historically, Pharr Tennis Center has maintained court fee revenues in excess of forty thousand dollars (\$40,000) per year. Failing to meet this minimum standard may result in default of contract. Court fee revenues collected may be used for determining an extension of any further options or an increase of management fee.
- 7. The City reserves the right to conduct random inspections of the facility to insure all provisions of the contract are being met and will submit a report to the Contractor.

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8. Any infractions must be corrected or may be subjected to default of contract; such as not opening during the hours set in the policies, customer service complaints, cleanliness, and meeting fire codes.
9. The City reserves the right to ask contractor to remove employees or subcontractors if warranted by customer service complaints, misconduct or felony convictions.
10. All Proposers will be subject to and pass a "Criminal Background Investigation Report" for a period of the last seven (7) years conducted by PARD Human Resources Department before contract will be awarded.

Operating Policies For Municipal Tennis Centers (Reviewed 6-28-10)

Statement of Purpose

The purpose of the municipal tennis centers is to offer year round tennis play and supervised tennis activities to the community through comprehensive year round programs for all ages. It is our intention to provide the best customer service possible and make the tennis experience at our facilities **FUN**.

Operation of the Municipal Tennis Centers

Each tennis center will be operated by an independent contractor, Pro Manager, under the contract provisions as stated by the Parks and Recreation Department of the City of Austin. All City ordinances and Parks and Recreation Department policies will pertain to spectators, participants and staff of the tennis centers in the centers or on the premises (outside area).

The Pro Manager will provide sufficient supervision and staff for the operation of the center and the Pro-Manager will be subject to the policies as set forth in the contracts with the Parks and Recreation Department.

The Pro Managers are asked to **maximize court usage during prime-time hours** to fill unplayable gaps. This allows more participants to be able to use the facilities. The Pro Manager will also be responsible for establishing and displaying their program and lesson refund policies. Any refunds in regards to court fees need to be addressed with the Contract Manager of the Parks and Recreation Department.

Court Reservation Sheets

Courts reservation sheets must be kept for a period of one year. These must be provided upon request from Contract Manager.

Hours of Operation

Caswell, Pharr, South Austin Tennis Centers and Austin Tennis Center

March 15 th – October 15 th	8:30 A.M. – 10:00 P.M. (7 Days a Week)
October 16 th – March 14 th	9:00 A.M. – 9:00 P.M. (7 Days a Week)

Austin High Tennis Center

March 15 th – October 15 th	6:00 P.M. – 10:00 P.M. Monday – Thursday (Closed Fridays)
	8:00 A.M. – 6:00 P.M. Saturday & Sunday
October 16 th – March 14 th	6:00 P.M. – 9:00 P.M. Monday – Thursday (Closed Fridays)
	9:00 A.M. – 6:00 P.M. Saturday & Sunday

Exact hours of operation will be posted at each tennis center. Pro Manager may close earlier if there are no more reservations to reduce electricity cost.

***Holidays may have adjusted schedules. Any change in hours will be posted at the centers 2 weeks in advance and will need to be approved by the Contract Manager with PARD.

The City of Austin has a 10:00 p.m. curfew on all park facilities.

Bad Weather Closing

The tennis centers may close during or in the event of inclement weather. The Pro-Manager should have a recorded message explaining the reason for closure to callers. Pro Managers will also need to call or email the PARD Golf and Tennis Office with this information.

Court Fees

Non-Prime Time - Fees are for 1 ½ hour for singles and 2 hours for doubles

Adults - \$2.75 per person
Juniors - \$1.50 per person (18 & under)
Seniors - \$2.50 per person (62 & over)

Prime Time / Holidays - Fees are for 1 ½ hour for singles and 2 hours for doubles

\$4.00 per person – No distinction of age.
(Prime Time & Holidays are defined below)

An Alternate fee may be used during Prime Time when normal time frames cannot be reserved, such as 1 hour from 9 to 10 p.m. or a half hour gap between reservations.

1 hour \$3.00 per person

Lesson Court Fees

Juniors - \$2.00 (Anytime)
Adults - \$3.00 (Non-Primetime)
Adults - \$4.00 (Primetime)

Shower Facilities

Although the bathrooms may be used by the general public the shower facilities are reserved for the patrons that pay a court fee for court usage.

Non-Prime Time Card

Cards are valid for calendar year January 1st – December 31st and only good during “Non-prime time.” Payment is due in full at time of purchase.

\$200 Senior Card
\$300 Adult Card
\$50 Junior Summer Card (Valid June 1st – August 31)

Non-Prime Time Card purchases will be pro-rated according to the following schedule.

Cards purchased prior to May 1st will pay the full fee.

Cards purchased between May 1st and August 31st will pay
75% of the full fee.

Cards purchased after September 1st will pay 50% of the full fee.

Tournament and League Fees - The City of Austin has a 10:00 p.m. curfew on all park facilities

Open tournament

\$2.50 per court per hour

Closed tournaments

\$4.00 per court per hour (\$48.00 minimum)

Open Leagues (CATA, USTA, WTTA, AWTA)

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\$4.00 per court per hour

Closed Leagues

They will pay the regular court fee rate for that time of day. Example: Prime Time rate of \$4 per person or \$2.50 per person for Non-Prime Time

Payment of Court Fees

- Payment of court fees will be made prior to using the court
- All participants must sign-in with pro shop
- Court fees are payment for the use of a court for the standard reservation period.
- No cash refunds will be made after fees have been rung into the cash register.
- Backboard use is free.

Rain Checks

Rain checks can be issued for court fees where players have not been able to play 50% of reserved court time due to inclement weather and is only good at the center where issued.

Reservations for Regular Play

- Reservations are for tennis play only
- Reservations can be made by phone or in person no more than 2 days in advance of the day at Caswell, Pharr, South Austin Tennis Center and Austin Tennis Centers. Reservations may be made **3 days** in advance at Austin High Tennis Center.
- Only one prime time reservation may be made per phone call, unless making reservations on multiple days. (Example: On Monday a player calls and reserves a court on Wednesday, using the 2 day in advance rule. If there are courts available they may reserve a court on Monday or Tuesday.)
- Maximum reserved time is 1 ½ hour for singles or 2 hours for doubles. If the court is still available at the end of the reserved time, play may continue at no additional charge on unreserved time.
- Pro Managers are asked to maximize court usage during prime-time hours to fill unplayable gaps. This allows more participants to be able to use the facilities.
- Players must pay another court fee if they are playing again on a reservation (Example: Player plays a singles match and then is involved in a doubles or singles match later that day or evening. Player will need to pay two court fees.)
- Reservations will be accepted on the hour or the half-hour only.
- Reservations may be forfeited if not claimed within 15 minutes of reserved time.
- Reservations will be taken only during regular hours of operation and will be alternated between phone calls and on site reservation walk-ups.
- When only one person uses a court, it will be for one hour only and the charge will be \$3.00 for Non-Prime time and \$5.00 for Prime Time.
- Failure to cancel a court reservation may result in the loss of the privilege of advance reservations.
- Reservation for annual cardholders must end by prime time or they will pay prime time rates.
- If **ANY** part of the reservation extends past 6:00 p.m. Monday – Thursday or starts before 6 p.m. on Saturday and Sunday, **Prime time rates will apply.**
- Continued abuse of reservation policies will result in advance payment for advance reservations. Pro Manager must provide the citizen and the Parks and Recreation Department Golf and Tennis Office a written warning on “Reservation Abuse.” Any further infractions will result in advance payment for reservations. The Golf and Tennis Office will notify citizen.

Tournament Policies

- Tennis Centers can be used for non-profit organizations for tournaments. Individuals running tournaments for profit will not be allowed. (Tennis Pro Managers are exempt.)
- Each tournament must provide a number where participants can call for match times and locations. Centers may give out tournament information if arrangements are made with the Pro Manager of the center.
- Court usage should be coordinated with the Pro Manager 4 days prior to event.
- Match times are to be scheduled to allow reasonable time for completion by scheduled closing times.

Tournament Reservations

Closed Tournaments

Request approval at the facility 30 days prior to the event.

All requests are subject to court availability and approval of the Pro Manager at the facility.

Fees are to be paid 3 days before the event. More or less courts can be requested at this time. Failure to pay 3 days in advance may lead to the cancellation of the tournament and may result in the privilege of reserving future events.

Open Tournaments

Same procedure as with "Closed Tournaments," except payment is to be paid one week of the invoiced date.

Leagues

Closed Leagues

Leagues that are closed to the general public are considered "Closed."

- Closed league request that use two to four courts may do so by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- The league must provide a roster with phone numbers of all persons participation (including the responsible person for any problems that may arise)
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league. **(Four (4) week minimum – six (6) week maximum)**
- The Pro Manager of the Center has the right to change league times in order to maximize the use of the courts.
- Make-ups due to inclement weather will be added to the end of the league.
- If the Center is open for business and the players choose not to play, there are **NO** refunds or make-ups given.
- During cold weather, the Centers will use the "Wind Chill" factor of 35 degrees or below in canceling any leagues or activities.

Open Leagues

- Are those that are open to the general public (Such as Austin Tennis League, C.A.T.A. sponsored leagues, W.T.T.A. and A.W.T.A. leagues).
- League request made by making a written request 30 days in advance to the Pro Manager of the Center. All requests are subject to court availability and approval of the Pro Manager of the facility.
- Fees must be paid in FULL with one check 4 days in advance of the starting date of the league.

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- At the start of every league match, the captain must sign in at the pro shop to get court assignment.
- A team may schedule a practice on 2 courts, 3 days in advance at all Centers with full payment paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. NO refunds will be given for no-shows.
- Courts may be given away for open play if not claimed within 15 minutes of reservation.
- League matches **SHALL** be complete in the reserved time. Matches not completed during the allotted time may continue if there is an unreserved court still available. If there is another scheduled match or a court reservation after a league, then the reservation or match takes precedent.

Open League Rain-out Policy

Prime-time Policy

- Prime-time league matches may be rescheduled on Friday evening, Saturday or Sunday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Non-Prime-time Policy

- Non Prime-time Leagues may be rescheduled on any weekday before 5 p.m., Monday – Thursday and all day Friday at the original site (Center) more than two days in advance with **No Extra Charge** for court fees.
- A team may re-schedule a match during Prime-Time on 2 courts, 3 days in advance at all Centers. **Full payment** must be paid at time of reservation with the approval of the Pro Manager and court availability. Rain checks will be given for inclement weather only. **NO Refunds** will be given for no-shows.

Lessons

Each Pro Manager is responsible for the provision of tennis lessons at their Tennis Centers. Length of instruction, group and individual fee structures and availability of lessons will be determined by the Pro Manager based on demand by the public.

Lesson Courts

- The Pro Manager shall be permitted to give instruction only on their contracted facility.
- Pro Manager may use no more that one half (1/2) of the courts be used for private or group instruction between 6 – 10 p.m., without the written permission of the Contract Manager of the Parks and Recreation Department. Lesson court usage before 6 p.m. may be increased provided courts are available through slow general public usage. This will be monitored and adjusted if necessary.
- Organized leagues are not considered part of the “lesson courts.”

- Pro Manager must release lesson courts to the general public by **noon** of that day if no lesson is booked. If they are not released, Pro Manager is responsible for paying court fees on all unreleased courts.
- Court fees are required at Austin High during scheduled open hours.
- Austin Tennis Center lesson courts are subject to the scheduled use agreement with AISD. (see below)

Non-Prime Time Card Policy

- Non-Prime Time cards will be honored during non-prime time hours at all Tennis Centers.
- Non-Prime time is defined as:
 - ❖ Opening until 6:00 p.m. Monday – Thursday.
 - ❖ All Day on Friday
 - ❖ Saturday and Sunday evenings after 6:00 p.m.
- Non-Prime time cards are NOT valid for leagues or lessons.
- Full payment is due at time of purchase.
- All cards expire on December 31st of the year purchased.
- Refunds will be granted only for:
 - Health – Player must provide verification by a physician.
 - Moving from the Austin Metro (outside of 50 mile radius)
 - Pro-rated refunds as follows:
 - During first four months – 50%
 - 2nd four months – 25%
 - Last four months – No refund will be given
- All refunds will be processed through the City of Austin Parks and Recreation Department.
- No refunds will be made at the Tennis Centers.

Prime Time Policy (Including City of Austin Holidays)

Prime time is defined as follows – Any part of a reservation that extends past 6:00 p.m. Monday – Thursday; Saturday and Sunday after 6:00 p.m.; All day on City of Austin’s Holidays (New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday & Christmas Eve) The tennis centers will be closed for Christmas Day.

A.I.S.D. - High School Request

Request for tournaments and school matches will be made in writing before September 15th each year to the Manager of Golf and Tennis. There are no court fee charges for AISD tournaments or matches.

A.I.S.D. – Middle School Request

Courts are scheduled upon availability and Junior Court Fees are charged - \$2.00 per court per hour. (Except at ATC)

A.I.S.D. – Scheduled Use Agreement for Austin Tennis Center (ATC)

- Exclusive use of five (5) tennis courts for District Middle School tennis practice and instruction Monday through Friday, 4:00 p.m. – 6:00 p.m., beginning the first Monday in March and ending the first Monday in May.

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- Exclusive use of eight (8) tennis courts from 4:30 p.m. – 8:30 p.m. for the following District High School tennis events.
 - Fall Dual Matches each Wednesday beginning the first Wednesday in August and ending the last Wednesday in October.
 - Spring Dual Matches each Wednesday beginning the first Wednesday in January and ending the last Wednesday in March.
 - Fall AAAA District Meet (3 days only) during either the 2nd or 3rd week of October
 - Spring AAAA District Meet (3 days only) during either the 1st or 2nd week of April.

The District (AISD) will notify the City of the specific days and weeks in October and April that the Fall and Spring AAAA District Meets will be held as soon as such meets are scheduled each year.

College/University Court Usage

Courts are scheduled upon availability and Adult Court Fees are charged - \$3.50 per court per hour (Non-prime time only)

General Policies

- Participants, visitors and spectators use the Tennis Centers at their own risk.
- Shower facilities are for paying patrons only
- Participants, visitors and spectators are expected to behave in an acceptable manner.
- Pro Managers have exclusive teaching rights at the Tennis Centers. Participants may offer instruction to family and friends but if this is abused or gives an appearance of a paid lesson, participant will be asked to leave the facility and no refunds will be given. Notification of this will be given to the Contract Manager with the City of Austin Parks Department.
- Discipline problems or those who exhibit disruptive behavior, whether participant or spectator, will be asked to leave the premises.
- Alcoholic beverages will not be permitted to be sold at the Tennis Centers at any time.
- If alcohol is provided free for an event, permission must be given by the Austin Parks and Recreation Department and must conform to the regulations of the Texas Alcoholic Beverage Commission. The City of Austin takes no responsibility whatsoever for violations committed by any party.
- Proper tennis shoes must be worn at all times.
- Wheelchair players must have sports tires on chairs.
- Proper tennis etiquette should be observed when using the facility.
- All cell phones and pagers should be in silent mode if they are disturbing other players.
- Place all litter in containers prior to leaving courts.
- Damage to courts or court equipment of the center is a violation of City ordinance and players may be liable.
- Shoes and shirts must be worn in pro shops.
- Neither the City nor the Pro Manager is responsible for items left at Tennis Centers.
- Children eight (8) and under must have direct supervision.
- Pets must be well behaved and on a lease or players will be asked to leave and no refund will be given.



The City of Austin is committed to compliance with the Americans with Disabilities Act. If you require special assistance for participation in our programs or for use of our facilities, please call (insert phone number).

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CITY OF AUSTIN
PURCHASING OFFICE
QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

1. **QUALIFICATION STATEMENT FORMAT**

Proposers must submit one (1) original and five (5) copies of Qualification Statement.

Prefacing the qualification statement, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the qualification statement. The qualification statement itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element, which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate. Contractor shall submit a summary statement of financial health and audited financials for the previous three years.
- B. **Part II - System Concept and Solution:** Define in detail your qualifications, abilities and understanding of the requirements presented in the Scope of Work and your business solution. Provide any additional information you deem necessary to evaluate your qualifications and abilities of managing and operating the Pharr Tennis Center.
- C. **Part III - Program:** Describe your qualifications for accomplishing required work. Include such related data, displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to your qualifications and abilities of accomplishing the Statement of Work. Specifically indicate:
 - i. A description of your qualifications and abilities and plan to perform the work/program(s). Detail the steps you will take in the form of tasks, written deliverables, reports and abilities to comply with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state its compliance with terms of this Request for Qualification.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which details your qualifications for project leadership and reporting responsibilities. If use of subcontractors is proposed, detail their qualifications and abilities, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate qualifications and experience including individual qualifications and experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1995. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
 - i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - ii. Shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the preparation of their qualification statement or the terms or conditions of their qualification statement.
 - iii. Shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or

CITY OF AUSTIN
PURCHASING OFFICE
QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.

- iv. Shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
- x. must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- xi. Must state that there are no other potential or actual conflicts of interest regarding this solicitation.
- xii. Shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- xiii. shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Qualification was issued and the date of award by City Council.

- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

H. **Part VIII – Qualification Statement Acceptance Period:** All qualifications statements must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFQS closing date.

I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the qualification statement to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

2. **EXCEPTIONS:**

If any exceptions are taken to any portion of the Solicitation, the Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Qualification Statement. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

3. **QUALIFICATION STATEMENT PREPARATION COSTS:**

CITY OF AUSTIN
PURCHASING OFFICE
QUALIFICATION STATEMENT PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
PHARR TENNIS CENTER SOLICITATION NUMBER: CB30003

All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify a qualification statement which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD FOR PHARR TENNIS CENTER**

A. **Competitive Selection**: This procurement will comply with applicable City of Austin Policy. The City on a rational basis will select the successful Proposer. Evaluation factors outlined in Paragraph "B" below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Qualification Statements should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

(1). Qualifications for Operation and Management of a Tennis Center 80 Points
System Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.)

A. Programming Qualifications/Experience: 44 points

- NJTL 10 points
- Neighborhood and Community Involvement 12 points
- Lessons/Clinics provided 10 points
- Daily Use and Play – Maximization of Court Usage 10 points
- Certifications 2 points

B. Operations Qualifications/Experience: 36 points

- Customer Service/Complaint Resolution 10 points
- Business Plan 12 points
- Staffing Plans and Training/Organization Chart 8 points
- Pro-Shop Policies and Procedures 2 points
- Services Provided – Equipment, Stringing, Pricing, 4 points
- Concessions, etc. Pass/Fail
- Financial Viability/Stability (verifiable evidence of financial strength, including but not limited to: financial ratings, financial statements and other similar documentation.)

(2). Demonstrated Management Qualifications & Experience: 20 Points

A. Sports Facility, Managerial/Programming Director

- 5-8 years experience.....MAXIMUM total 10 points
- 9 and over years experience.....MAXIMUM total 15 points

B. Sports Facility of similar size and scope. e.g. tennis Centers, 8+ courts, multi use sports complex etc.

- 9 and over years experience.....MAXIMUM total 5 points

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City.....MAXIMUM 25 points.

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: CB30003

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. CB30003

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. CB30003

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CB30003**

**FOR
MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER**

State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CB30003

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services: Management and Operation of Pharr Tennis Center
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. CB30003

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: _____

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____ Date: _____

Printed Name: _____

Title _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CB30003

PROJECT NAME: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: CB30003

PROJECT NAME: MANAGEMENT AND OPERATION OF PHARR TENNIS CENTER

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: **CB30003**

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96115

DESCRIPTION: CONCESSIONS, CATERING, VENDING:
MOBILE AND STATION

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



TO: Veronica Lara or Stephen Elkins
Department of Small and Minority Business Resources

FROM: Cruz Banda, Buyer II
DATE: June 3, 2011

SUBJECT: Approval to use Zero Goals for Solicitation No. CB30003
Project Name: Management and Operation of Pharr Tennis Center
Commodity
Code(s): 96115 - Concessions, Catering, Vending, Mobile and Station
Estimated Value: \$43,500

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2003

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

- a. Goals: _____ % MBE _____ % WBE
- b. Subgoals _____ % African American _____ % Hispanic
_____ % Native/Asian American _____ % WBE

This determination is based on the following

reasons: For subcontracting opportunities were
identified; however, there are several certified primes in the
SLBP area are available to bid as a prime.

Raymond M. Young, For Date: June 8, 2011
Veronica Lara or Stephen Elkins

cc: Lynda Thorpe, Purchasing